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June 21, 2011

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

#17 JUNE 21, 2011

SACHI A. HAMAI
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The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL TO EXECUTE FIVE AMENDMENTS TO HUMAN IMMUNODEFICIENCY VIRUS/ACQUIRED IMMUNE DEFICIENCY SYNDROME TESTING SERVICES FOR THE PERIOD OF JULY 1, 2011 THROUGH DECEMBER 31, 2013; DELEGATE AUTHORITY TO EXECUTE 24 AMENDMENTS FOR TESTING SERVICES FOR THE PERIOD EFFECTIVE UPON EXECUTION BY BOTH PARTIES THROUGH DECEMBER 31, 2013; AND EXTEND THE TERM OF 29 AGREEMENTS THROUGH JUNE 30, 2014
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request approval to amend five Human Immunodeficiency Virus/Acquired Immune Deficiency Syndrome Testing Services agreements for routine testing, storefront, and mobile testing to revise the scope of work and change payment methodologies, delegate authority to amend 24 Human Immunodeficiency Virus/Acquired Immune Deficiency Syndrome Testing Services agreements for storefront, mobile testing, multiple morbidity and social network testing to revise the scope of work and change payment methodologies, and extend the term of the 29 agreements.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of the Department of Public Health (DPH), or his designee, to execute amendments, substantially similar to Exhibit I, to five Human Immunodeficiency Virus/Acquired Immune Deficiency Syndrome (HIV/AIDS) Testing Services (HTS) service agreements with the four providers identified in Attachment A, for a six-month term effective July 1, 2011 through December 31, 2011 that amend: a) Central City Community Health Center Contract Number PH-000832, Clinica Monsenor Oscar A. Romero Contract Number PH 000833, and The Los Angeles Gay and Lesbian Community Services Center Contract Number PH-000834 to include new

programmatic requirements with addition of performance measures, including: number of tests performed, positivity rates, number of Partner Services referrals and linkage to care rates and b) amend AIDS Healthcare Foundation (AHF) Contract Number PH-000804 to increase the maximum obligation by \$123,125 (from \$242,500 to \$365,625) and AHF Contract Number PH-000822 to increase the maximum obligation by \$96,875 (from \$100,000 to \$196,875) and include new programmatic requirements with addition of performance measures, including: number of tests performed, positivity rates, number of Partner Services referrals and linkage to care rates and payment methodologies which include migrating from fee-for-service to a cost reimbursement structure that includes pay-for-performance (PFP) incentives which allow providers to receive additional reimbursement when specific performance measures are reached, fully offset by California Department of Public Health (CDPH), Net County Cost (NCC) and Centers for Disease Control and Prevention (CDC) funds.

2. Approve and instruct the Director of DPH, or his designee, to execute amendments that extend the contract term for two additional 12-month periods effective January 1, 2012 through December 31, 2012 and January 1, 2013 through December 31, 2013 with: a) Central City Community Health Center Contract Number PH-000832, Clinica Monsenor Oscar A. Romero Contract Number PH 000833, and The Los Angeles Gay and Lesbian Community Services Center Contract Number PH-000834 at an annual maximum obligation of \$75,000 status quo funding for each contract; b) AHF Contract Number PH-000804 at an annual maximum obligation of \$731,250; and c) AHF Contract Number PH-000822 at an annual maximum obligation of \$393,750; for a total maximum obligation of \$2,700,000, 100 percent offset by CDPH, NCC and CDC funds.

3. Delegate authority to the Director of DPH, or his designee, to execute 24 HTS amendments with the 19 providers identified in Attachment B, to: a) include new program requirements with addition of performance measures, including: number of tests performed, positivity rates, number of Partner Services referrals and linkage to care rates and payment methodologies which include migrating from a fee-for-service and modified fee-for-service structure to a cost reimbursement structure that includes PFP incentives which allow providers to receive additional reimbursement when specific performance measures are reached and will be effective upon execution by both parties; b) extend the contract term for the period of January 1, 2012 through December 31, 2013, funds and terms of contract are contingent upon meeting performance measures, at a total maximum obligation of \$8,791,136 status quo funding, fully offset with CDPH, NCC and CDC funds, subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Office (CEO). The maximum obligation total is based on annual allocations from fiscal year 2010-11. The 24 HTS amendments with the 19 providers are contingent upon providers agreeing to the scope of work modifications and payment methodology refinements.

4. Delegate authority to the Director of DPH, or his designee, to execute amendments to the 29 HTS agreements that extend the term through June 30, 2014; allow for the rollover of unspent funds and/or redirection of funds; adjust the term of the agreements through September 30, 2014; and/or provide an internal reallocation of funds between budgets, increase or decrease funding up to 25 percent above or below each term's annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable contract term, subject to review and approval by County Counsel, and notification to your Board and the CEO.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will allow DPH to implement an HTS streamline plan in two

phases. The HTS streamline plan will provide a realignment of the scope of work, implement a new payment methodology, improve data collection and sharing procedures, and expand HTS services. The two phases consist of the same streamlined programmatic changes and payment methodologies. Phase One will be implemented on July 1, 2011 with the four providers identified in Attachment A. Phase Two will be implemented beginning August 1, 2011, by exercising delegated authority effective upon execution by both parties with the remaining 19 providers. The streamline plan was divided into two phases thus HTS providers that have consistently exceeded their goals and have yielded the highest positivity rate can begin to implement the plan to capture the integrated data that includes STD and also account for refined scope of work activities that improve data collection and sharing. Contract revisions will include: a) revised HIV testing algorithms which modify the steps of how HIV positive tests are confirmed and will facilitate linkage to care activities and increase the total number of HIV tests conducted; b) new co-morbidity screening to include sexually transmitted diseases (STD) and Hepatitis screening immediately for the Mobile Testing contracts and Multiple Morbidity Testing contracts, and the gradual migration of all other HTS providers, once all HTS staff have the capacity to conduct STD and hepatitis screening; c) a revised payment methodology from the current fee-for-service system to a cost reimbursement model with new pay-for-performance (PFP) incentives which allow providers to receive additional reimbursement when specific performance measures are reached; and d) a new scannable data collection system and data sharing procedures that will eliminate manual data entry. The new payment methodology will provide base funding to agencies to hire an adequate number of staff to promote HIV outreach, testing, and test result disclosure and reduce administrative burdens, including data entry and collection, which will further expand HTS. Current HCT contracts include STD integration and will be modified to be consistent with the federal guidance on integration of STD and HTS services. Funding for STD and Hepatitis activities will be invested in populations at high-risk for HIV using CDC and NCC resources. In Phase Two of the storefront provider transition, approximately 15 percent of the eligible provider's current allocation will be utilized toward STD and Hepatitis activities. Those providers that do not transition to conduct STD and Hepatitis screenings, 100 percent of their allocation will go towards HIV testing only. AHF's maximum obligation is being increased since the provider conducts a high volume of HTS and is exceeding its program goals by recording high positivity rates and linking clients to HIV care and treatment.

Delegated authority will allow DPH's Office of AIDS Programs and Policy (OAPP) to implement Phase Two with the 19 providers identified on Attachment B. OAPP will make the necessary revisions to the scopes of work (SOW), including goal adjustments, added performance measures such as: positivity rates, linkages to care, number of HIV test, and referrals to Partner Services and modify maximum obligations based on contractor performance and/or the contractors' utilization of available funds in prior years. This will allow OAPP to complete the process of streamlining HTS services and immediately implement expanded HTS and STD screening and data collection efficiencies. DPH will prioritize implementation of Phase Two by focusing on providers who are most in need of technical assistance to ensure that areas of high morbidity and underserved populations are better served. The improved SOW changes will be identical to those in Phase One. Contractors who decline SOW and payment methodology refinements will not have contracts renewed for the period of January 1, 2012 through December 31, 2013.

Delegated authority to extend the agreements at similar funding levels for an additional six months will allow DPH to continue HTS without delay or unnecessary disruption. Under Recommendation 4, DPH is requesting delegated authority to internally reallocate funds between budgets and/or increase or decrease funding up to 25 percent above or below the annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable contract term. This delegated authority will enable DPH to amend contracts to allow for the provision of additional units

of funded services that are above the service level identified in the current contract and/or the inclusion of unreimbursed eligible costs, based on the availability of grant funds and grant funder approval. While the County is under no obligation to pay a contractor beyond what is identified in the original executed contract, the County may determine that the contractor has provided evidence of eligible costs for qualifying contracted services and that it is in the County's best interest to increase the maximum contract obligation as a result of receipt of additional grant funds or a determination that funds should be reallocated. This recommendation has no impact on net County cost. In addition, agreement provisions will allow DPH to reallocate funding between providers based upon on-going analysis of service utilization, PFP benchmarks, goal measures, and grant expenditures so that under/over-utilizing service providers and under/over-spending performers can have funds transferred swiftly and effectively to ensure that grant funds are maximized, and so that new HIV infections are identified and quickly linked to HIV/AIDS care and treatment services.

Implementation of Strategic Plan Goals

The recommended actions support Goal 4, Health and Mental Health, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The total program cost for the five amendments in Recommendation 1 is \$220,000, consisting of \$96,875 in NCC funds and \$123,125 in CDPH funds for the term July 1, 2011 through December 31, 2011. The total program cost for the five amendments in Recommendation 2 is \$2,700,000 consisting of \$1,243,124, in CDPH funds, \$1,006,876 in NCC funds and \$450,000 in CDC funds for the term of January 1, 2012 through December 31, 2013. The total program cost of the 24 amendments in Recommendation 3 is \$8,791,136 consisting of \$6,720,428 in CDC funds, \$1,760,102 in CDPH funds and \$310,606 in NCC funds for the period of January 1, 2012 through December 31, 2013. The cumulative total maximum obligation for the 29 agreements is \$11,711,136.

Funding for these actions is included in DPH's fiscal year (FY) 2011-12 Recommended Budget and will be included in future FYs, as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

HTS is targeted to individuals, groups, and communities at the highest risk for HIV infection and transmission. The Association of Public Health Laboratories and the CDC released a joint publication: "HIV Testing Algorithms: A Status Report 2009." The report provides alternative algorithms for HIV testing, including confirmatory testing. The alternative algorithms are expected to be included in the CDC Grant Guidance to be released in the first quarter of FY 2011-12. Adopting the new algorithm for confirming HIV positive tests will enhance linkage to care and improve earlier access to care rates. HTS will be made more effective through structural SOW programmatic changes, including the adoption of a new HIV testing algorithm and a reduction in the amount of demographic and behavioral information collected from each individual. This will lead to expanded HTS, an increase the number of at-risk persons able to be tested for HIV infection, an increase in the number given their test results, and a higher rate of diagnosis of individuals with undiagnosed HIV infection. The overall goals of the HTS streamlining plan include: 1) more effective HTS services; 2) expanded HTS services; 3) further integration of HTS and STD screening; 4) implementation of a new payment methodology for all HTS providers; and 5) more effective and cost efficient data collection and sharing procedures.

Attachment C describes the PFP benchmarks that providers will have to reach to receive incentive payments. Consistent performance in line with all performance goals and benchmarks will ensure July 1, 2011 through December 31, 2011 base funding levels (at an annualized rate), while agencies that fail to reach benchmarks will receive technical assistance. OAPP will send monthly and quarterly reports to each agency regarding their performance and may also reallocate funds to agencies meeting and exceeding goals/benchmarks. PFP payments will be made annually, in arrears, upon verification of performance.

On May 26, 2011 your Board was notified of DPH's request to increase or decrease funding up to 25 percent above or below the annual base maximum obligation.

County Counsel has approved Exhibit I as to use. Attachments A, B, and C provide additional information.

CONTRACTING PROCESS

On June 16, 2009, your Board approved 29 agreements for HTS, as the result of a Request for Proposal for the period of July 1, 2009 through December 31, 2011. Of the 29 agreements, five are being amended under this Board action; and delegated authority is requested to amend the remaining 24 agreements.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of these actions will allow DPH to expand access to HTS and STD screening for Los Angeles County residents and institute a PFP methodology, incentivizing work and meeting performance measures.

Respectfully submitted,



JONATHAN E. FIELDING, M.D., M.P.H.
Director and Health Officer

JEF:mjp:jlh

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

HIV TESTING SERVICES

ATTACHMENT A

No.	Contractor	Agreement Number	Proposed Augmentation 07/01/11 - 12/31/11	Contract Term 01/01/12 - 12/31/12	Contract Term 01/01/13 - 12/31/13	Maximum Obligation	SPA	Supervisory District	Performance Indicators
HIV TESTING SERVICES - ROUTINE TESTING									
FUNDING SOURCE: CENTERS FOR DISEASE CONTROL AND PREVENTION (CDC)									
1	Central City Community Health Center	PH-000832	\$0	\$75,000	\$75,000	\$150,000	6	2	Meeting goals.
2	Clinica Monsenor Oscar A. Romero	PH-000833	\$0	\$75,000	\$75,000	\$150,000	4	1, 2	Meeting goals.
3	Los Angeles Gay & Lesbian Community Service Center	PH-000834	\$0	\$75,000	\$75,000	\$150,000	4	3	Exceeding goals.
	Sub-Total		\$0	\$225,000	\$225,000	\$450,000			
HIV TESTING SERVICES - STOREFRONT									
FUNDING SOURCE: CALIFORNIA DEPARTMENT OF PUBLIC HEALTH (CDPH), NET COUNTY COST (NCC)									
4	AIDS Healthcare Foundation, Inc.	PH-000804 (CDPH) (NCC)	\$123,125 \$0	\$621,562 \$109,688	\$621,562 \$109,688	\$1,366,249 \$219,376	2, 4, 8	1, 3, 4	Exceeding most goals.
	Sub-Total		\$123,125	\$731,250	\$731,250	\$1,585,625			
HIV TESTING SERVICES - MOBILE TESTING UNIT									
FUNDING SOURCE: NCC									
5	AIDS Healthcare Foundation, Inc.	PH-000822	\$96,875	\$393,750	\$393,750	\$884,375	4, 5, 6	1, 3	Exceeding goals.
	Sub-Total		\$96,875	\$393,750	\$393,750	\$884,375			

Total		\$220,000	\$1,350,000	\$1,350,000	\$2,920,000
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CDPH		\$123,125	\$621,562	\$621,562	\$1,366,249
CDC		\$0	\$225,000	\$225,000	\$450,000
NCC		\$96,875	\$503,438	\$503,438	\$1,103,751
Total				\$2,920,000	

HIV TESTING SERVICES							
NO.	CONTRACTOR NAME	CONTRACT NO.	Contract Term 01/01/12 - 12/31/12	Contract Term 01/01/13 - 12/31/13	Maximum Obligation	SPA	Sup. Dist.
HIV TESTING SERVICES - STOREFRONT							
FUNDING SOURCE: CENTERS FOR DISEASE CONTROL AND PREVENTION (CDC), CALIFORNIA DEPARTMENT OF PUBLIC HEALTH (CDPH), NET COUNTY COST (NCC)							
1	AIDS Project Los Angeles	PH-000805	\$ 223,880	\$ 223,880	\$ 447,760	1, 4, 6	2, 3, 5
2	Bienestar Human Services, Inc.	PH-000806	\$ 174,432	\$ 174,432	\$ 348,864	2, 3, 7, 8	1, 3, 4
3	Charles R. Drew University of Medicine & Science	PH-000807	\$ 220,000	\$ 220,000	\$ 440,000	6	2
4	Childrens Hospital of Los Angeles	PH-000808	\$ 105,405	\$ 105,405	\$ 210,810	4, 6, 7, 8	1, 2, 3, 4
5	City of Pasadena	PH-000809	\$ 109,949	\$ 109,949	\$ 219,898	3	5
6	Common Ground/The Westside HIV Community Center	PH-000810	\$ 100,000	\$ 100,000	\$ 200,000	5	2, 3
7	East Valley Community Health Center, Inc.	PH-000811	\$ 219,578	\$ 219,578	\$ 439,156	3	5
8	El Proyecto del Barrio, Inc.	PH-000812	\$ 100,000	\$ 100,000	\$ 200,000	2	3
9	JWCH Institute, Inc.	PH-000813	\$ 129,168	\$ 129,168	\$ 258,336	4, 6, 7	1, 2, 3
10	Minority AIDS Project	PH-000814	\$ 100,000	\$ 100,000	\$ 200,000	6	2
11	One in Long Beach, Inc.	PH-000815	\$ 196,548	\$ 196,548	\$ 393,096	8	4
12	Special Services for Groups	PH-000816	\$ 100,000	\$ 100,000	\$ 200,000	4	1, 2
13	Tarzana Treatment Center, Inc.	PH-000817	\$ 200,000	\$ 200,000	\$ 400,000	2	3
14	The Catalyst Foundation for AIDS Awareness and Care	PH-000818	\$ 100,000	\$ 100,000	\$ 200,000	1	5
15	The Los Angeles Gay & Lesbian Community Services Center	PH-000821	\$ 220,000	\$ 220,000	\$ 440,000	4	3
Total			\$ 2,298,960	\$ 2,298,960	\$ 4,597,920		
HIV TESTING SERVICES - MOBILE TESTING UNIT							
FUNDING SOURCE: CENTERS FOR DISEASE CONTROL AND PREVENTION (CDC)							
16	AltaMed Health Services Corporation	PH-000823	\$ 200,000	\$ 200,000	\$ 400,000	3, 4, 7	1
17	Bienestar Human Services, Inc.	PH-000824	\$ 200,001	\$ 200,001	\$ 400,002	2, 4, 6, 7, 8	1, 2, 3, 4
18	East Valley Community Health Center, Inc.	PH-000825	\$ 199,997	\$ 199,997	\$ 399,994	3, 7	1, 5
19	The Los Angeles Gay & Lesbian Community Services Center	PH-000826	\$ 200,000	\$ 200,000	\$ 400,000	4, 6	3
20	Tarzana Treatment Center, Inc.	PH-000827	\$ 196,610	\$ 196,610	\$ 393,220	2	3
Total			\$ 996,608	\$ 996,608	\$ 1,993,216		

HIV TESTING SERVICES							
NO.	CONTRACTOR NAME	CONTRACT NO.	Contract Term 01/01/12 - 12/31/12	Contract Term 01/01/13 - 12/31/13	Maximum Obligation	SPA	Sup. Dist.
HIV TESTING SERVICES - MULTIPLE MORBIDITY							
FUNDING SOURCE: CENTERS FOR DISEASE CONTROL AND PREVENTION (CDC)							
21	California State University Long Beach Foundation	PH-000828	\$ 300,000	\$ 300,000	\$ 600,000	6, 8	2, 4
22	JWCH Institute, Inc.	PH-000829	\$ 300,000	\$ 300,000	\$ 600,000	4,6	1, 2, 3
23	Valley Community Clinic	PH-000830	\$ 300,000	\$ 300,000	\$ 600,000	2, 4, 6, 7	1, 2, 3, 5
Total			\$ 900,000	\$ 900,000	\$ 1,800,000		
HIV TESTING SERVICES - SOCIAL NETWORK TESTING							
FUNDING SOURCE: CENTERS FOR DISEASE CONTROL AND PREVENTION (CDC)							
24	Friends Research Institute, Inc.	PH-000831	\$ 200,000	\$ 200,000	\$ 400,000	4	3
Total			\$ 200,000	\$ 200,000	\$ 400,000		

GRAND TOTAL	\$ 4,395,568	\$ 4,395,568	\$ 8,791,136
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CDC	\$3,360,214	\$3,360,214	\$6,720,428
CDPH	\$880,051	\$880,051	\$1,760,102
NCC	\$155,303	\$155,303	\$310,606
Grand Total			\$8,791,136

PAY FOR PERFORMANCE GUIDELINES

Payment for services provided shall be subject to the Pay for Performance provisions described below.

Providers will qualify for additional reimbursement incentives if performance on each of the performance measurements – number of HIV tests, new HIV positivity rate, linkage to care, and partner services – meets or exceeds the pre-established threshold for compliance as indicated in the chart.

The performance measures are based on the National HIV/AIDS Strategy goals and a one-year measurement period from the previous contract term ending December 31, 2010.

Providers will receive additional reimbursement to their Base budget (cost reimbursement) from the Pay for Performance budget. The Pay for Performance budget will be submitted by providers and paid, as applicable, annually on a retrospective basis at the end of each contract term.

The performance measure, payment schedule, and threshold for compliance are as follows:

Performance Measure Name	Performance Measure*	Rate of Reimbursement – Percent of PFP Budget	Threshold for Compliance
Number of HIV Tests	# of Tests indicated in Scope of Work	20%	85%
New HIV Positivity Rate	1.03%	50%	Must meet measure
Documented Linkage to Medical Care for new HIV positive testers	85%	15%	Must meet measure
Partner Services - Referring Index Case and any Partner Information to the Department of Public Health	100% of all HIV Positive Testers	15%	Must meet measure

*Performance Measures and rates of reimbursement may change, as determined by the Office of AIDS Programs and Policy (OAPP).

Data for the performance measures will be verified by OAPP's data management system. It is the provider's responsibility to ensure that all data is accurate and submitted to OAPP in a timely manner to ensure accurate analysis.

Base Budget (Cost Reimbursement) and Pay for Performance Budget

Each HIV testing program's Budget is comprised of two (2) budgets- a Base Budget (Cost Reimbursement) and a Pay for Performance Budget. The combination of the two (2) budgets comprises the total program budget, or maximum obligation. The Pay for Performance Budget comprises 40% of the total program budget.

OAPP reserves the right to adjust reimbursement if data verification activities result in changes in the submitted performance measure.

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
COUNSELING AND TESTING PREVENTION SERVICES AGREEMENT**

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**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
COUNSELING AND TESTING PREVENTION SERVICES AGREEMENT**

AMENDMENT NO. ____

THIS AMENDMENT is made and entered into this _____ day
of _____, 2011,

by and between COUNTY OF LOS ANGELES
(hereafter "County"),

and _____
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled " HUMAN
IMMUNODEFICIENCY VIRUS (HIV)/ACQUIRED IMMUNE DEFICIENCY SYNDROME
(AIDS) HIV COUNSELING AND TESTING PREVENTION SERVICES AGREEMENT ",
dated July 1, 2009, and further identified as Agreement Number H-_____, and any
Amendments thereto (all hereafter "Agreement"); and

WHEREAS, County has been awarded grant funds from the California Department of Public Health (hereafter "CDPH"), and Centers for Disease Control and Prevention (hereafter "CDC"), Catalog of Federal Domestic Assistance Number 93.940, to establish an HIV/AIDS Program (hereafter "Program"); and

WHEREAS, it is the intent of the parties hereto to extend Agreement and provide other changes set forth herein; and

WHEREAS, said Agreement provides that changes may be made in the form of a written Amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall be effective on July 1, 2011.
2. The first paragraph of Paragraph 1, TERM, shall be revised to read as follows

"1. TERM: The term of this Agreement shall commence on July 1, 2009 and shall continue in full force and effect through December 31, 2013, subject to the availability of federal, State, or County funding sources. In any event, County may terminate this Agreement in accordance with the TERMINATION Paragraphs of the ADDITIONAL PROVISIONS herein."

3. Paragraph 2, DESCRIPTION OF SERVICES, shall be amended to read as follows:

"2. DESCRIPTION OF SERVICES: Contractor shall provide the services described in Exhibit(s) ____ and Schedule(s), and all attachments to those exhibits, attached hereto and incorporated herein by reference.

4. Paragraph 3, MAXIMUM OBLIGATION OF COUNTY, Subparagraphs ____ and ____, shall be added to read as follows:

"3. MAXIMUM OBLIGATION OF COUNTY:

____ During the period _____ through _____ the maximum obligation of County for all HIV Counseling and Testing services provided hereunder shall not exceed _____ Dollars (\$_____).

Such maximum obligation is comprised of _____ funds. This sum represents the total maximum obligation of County as shown in Schedule ____, attached hereto and incorporated herein by reference."

5. Paragraph 6, FUNDING/SERVICES ADJUSTMENTS AND

REALLOCATIONS, shall be replaced in its entirety to read as follows:

"6. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. Upon Director's specific written approval, County may increase or decrease the funding or reallocate funds to an Exhibit(s), Schedule(s) and/or Budget(s) category in this Agreement where such funds can be more effectively used by Contractor, up to twenty-five percent (25%) above or below each term's annual base maximum obligation and make corresponding service adjustments, as necessary, based on the following: (1) if additional monies are available from federal, State, or County funding sources; (2) if a reduction of monies occur from federal, State, or County funding sources; and/or (3) if County determines from reviewing Contractor's records of service delivery and billings to County that a significant underutilization of funds provided under this Agreement will occur over its term. All funding adjustments and reallocation as allowed under this Paragraph will not be retroactive, but will apply to future services following the provision of written notice from Director, or his/her designee, to Contractor. Reallocation of funds to an Exhibit, Schedule and/or Budget category in this Agreement shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

B. County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Agreement for the services hereunder and which are subject to time

limitations as determined by Director, midway through each County fiscal year during the term of this Agreement, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least fifteen (15) calendar days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such fiscal year or other applicable time period."

6. Paragraph 5, BILLING AND PAYMENT, Subparagraph K shall be amended; Subparagraphs L, M, N, O, and P shall be added to read as follows:

"5. BILLING AND PAYMENT:

K. Fiscal Viability: Contractor must be able to carry the costs of its program without reimbursement from the contract for at least ninety (90) days at any point during the term of the contract.

L. Funds received under the Centers for Disease Control and Prevention will not be utilized to make payments for any item or service to the extent that payment has been made or can be reasonably expected to be made, with respect to any item or service by:

(1) Any State compensation program, insurance policy, or any federal, State, County, or municipal health or social service benefits program, or;

(2) Any entity that provides health services on a prepaid basis.

M. Contractor Expenditures Reduction Flexibility: In order for County to maintain flexibility with regard to its budget and expenditures reductions, Contractor agrees that Director may cancel this Agreement, with or without cause, upon the giving of ten (10) days written notice to Contractor; or notwithstanding, ALTERATION OF TERMS Paragraph, of this Agreement, Director, may, consistent with federal, State, and/or County budget reductions, renegotiate the scope/description of work, maximum obligation, and budget of this Agreement via an Administrative Amendment, as mutually agreed to and executed by the parties therein.

N. Fiscal Disclosure: Contractor shall prepare and submit to Director, within ten (10) calendar days following execution of this Agreement, a statement executed by Contractor's duly constituted officers, containing the following information:

(1) A detailed statement listing all sources of funding to Contractor including private contributions. The statement shall include the nature of the funding, services to be provided, total dollar amount, and period of time of such funding.

(2) If during the term of this Agreement, the source(s) of Contractor's funding changes, Contractor shall promptly notify the Director in writing detailing such changes.

O. Clients/Patients: In the event of termination or suspension of this Agreement, Contractor shall:

(1) If clients/patients are treated hereunder, make

immediate and appropriate transition plans to transfer or refer all clients/patients treated under this Agreement to other agencies for continuing care in accordance with the client's/patient's needs. Such plans shall be approved by Director, except in such instance, as determined by Contractor, where an immediate client/patient transfer or referral is indicated. In such instances, Contractor may make an immediate transfer or referral.

(2) Immediately eliminate all new costs and expenses under this Agreement. New costs and expenses include, but are not limited to, those associated with new client/patient admissions. In addition, Contractor shall immediately minimize all other costs and expenses under this Agreement. Contractor shall be reimbursed only for reasonable and necessary costs or expenses incurred after receipt of notice of termination.

(3) Promptly report to County in writing all information necessary for the reimbursement of any outstanding claims and continuing costs.

(4) Provide to County's OAPP within thirty (30) calendar days after such termination date, an annual cost report as set forth in the ANNUAL COST REPORT Paragraph, hereunder.

P. Real Property Disclosure: If Contractor is renting, leasing, or subleasing, or is planning to rent, lease, or sublease, any real property where persons are to receive services hereunder, Contractor shall prepare

and submit to OAPP, within ten (10) calendar days following execution of this Agreement, an affidavit sworn to and executed by Contractor's duly constituted officers, containing the following information:

(1) The location by street address and city of any such real property.

(2) The fair market value of any such real property as such value is reflected on the most recently issued County Tax Collector's tax bill.

(3) A detailed description of all existing and pending rental agreements, leases, and subleases with respect to any such real property, such description to include: the term (duration) of such rental agreement, lease, or sublease; the amount of monetary consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease or sublease; the type and dollar value of any other consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease or sublease; the full names and addresses of all parties who stand in the position of lessor or sublessor; if the lessor or sublessor is a private corporation and its shares are not publicly traded (on a stock exchange or over-the-counter), a listing by full names of all officers, directors, and stockholders thereof; and if the lessor or sublessor is a partnership, a listing by full names of all general and limited partners thereof.

(4) A listing by full names of all Contractor's officers,

directors, members of its advisory boards, members of its staff and consultants, who have any family relationships by marriage or blood with a lessor or sublessor referred to in Subparagraph (3) immediately above, or who have any financial interest in such lessor's or sublessor's business, or both. If such lessor or sublessor is a corporation or partnership, such listing shall also include the full names of all Contractor's officers, members of its advisory boards, members of its staff and consultants, who have any family relationship, by marriage or blood, to an officer, director, or stockholder of the corporation, or to any partner of the partnership. In preparing the latter listing, Contractor shall also indicate the name(s) of the officer(s), director(s), stockholder(s), or partner(s), as appropriate, and the family relationship which exists between such person(s) and Contractor's representatives listed.

(5) If a facility of Contractor is rented or leased from a parent organization or individual who is a common owner (as defined by Federal Health Insurance Manual 15, Chapter 10, Paragraph 1002.2), Contractor shall only charge the program for costs of ownership. Costs of ownership shall include depreciation, interest, and applicable taxes.

True and correct copies of all written rental agreements, leases, and subleases with respect to any such real property shall be appended to such affidavit and made a part thereof."

7. Paragraph 51, COMPENSATION, of the ADDITIONAL PROVISIONS, shall be re-designated to the Agreement as Paragraph 22, amended to read as follows:

"22. COMPENSATION: County agrees to compensate Contractor for performing services hereunder for actual reimbursable net cost as set forth in Schedules ____, ____ and ____, and the BILLING AND PAYMENT Paragraph of this Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets."

8. Paragraph 13, QUALITY MANAGEMENT, of Exhibit A, shall be re-designated to the Agreement as Paragraph 23, replaced in its entirety to read as follows:

"23. QUALITY MANAGEMENT: Contractor shall implement a Quality Management (QM) program that assesses the extent to which the care and services provided are consistent with federal (e.g., Public Health Services and CDC Guidelines), State, and local standards of HIV/AIDS care and services. The QM program shall at a minimum:

A. Identify leadership and accountability of the medical director or executive director of the program;

B. Use measurable outcomes and data collected to determine progress toward established benchmarks and goals and implement needed programmatic changes and improvements that result in higher quality HIV services and reduces HIV related health disparities;

C. Focus on linkages to care and support services;

D. Track client perception of their health and effectiveness of the service received;

E. Effectively coordinate various quality and performance improvement efforts that are on-going and integrated throughout the agency.”

9. Paragraph 14, QUALITY MANAGEMENT PLAN, of Exhibit A, shall be re-designated to the Agreement as Paragraph 24, the first paragraph, Subparagraph D(1) and D(2) shall be amended to read as follows:

”24. QUALITY MANAGEMENT PLAN: Contractor shall develop program on a written QM plan. Contractor shall develop **one (1)** agency-wide QM plan that encompasses all HIV/AIDS prevention services. Contractor shall submit to OAPP within sixty (60) days of the receipt of this fully executed Agreement, its written integrated QM plan. The plan shall be reviewed and updated as needed by the agency’s QM committee, and signed by the medical director or executive director. The implementation of the QM plan may be reviewed by OAPP staff during its onsite program review. The written QM plan shall at a minimum include the following seven (7) components:

D. Implementation of QM Program:

(1) Selection of Clinical and/or Performance Indicators – At a minimum, Contractor shall collect and analyze data for the performance indicators in Attachment 2. Contractor may select additional performance indicators approved by OAPP Director or his/her designee.”

(2) Data Collection Methodology – Contractor shall describe its sampling strategy (e.g., frequency, percentage of sample sized),

collection method (e.g., random chart audits, interviews, surveys, etc.), and implement data collection tools for measuring clinical/performance indicators and/or other aspects of care.

21. Paragraph 15, QUALITY MANAGEMENT PROGRAM MONITORING, of Exhibit A, shall be re-designated to the Agreement as Paragraph 25.

22. Effective on the date of this Amendment, Exhibit __, SCOPE OF WORK FOR HIV/AIDS COUNSELING, AND TESTING SERVICES, shall be attached hereto and incorporated herein by reference.

23. Effective on the date of this Amendment, Schedules __, __, and __ BUDGET FOR HIV/AIDS COUNSELING, AND TESTING SERVICES, shall be attached hereto and incorporated herein by reference.

24. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, the Board of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Public Health, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Jonathan E. Fielding, M.D., M.P.H.
Director and Health Officer

Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
ANDREA SHERIDAN ORDIN
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Patricia Gibson, Chief
Contracts and Grants Division

BL#01825:jlh

EXHIBIT _____

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)
ROUTINE HIV TESTING IN NON-COUNTY OPERATED
CLINICAL SETTINGS SERVICES AGREEMENT**

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EXHIBIT _____

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)
ROUTINE HIV TESTING IN NON-COUNTY OPERATED
CLINICAL SETTINGS SERVICES AGREEMENT**

1. Paragraph 1, DEFINITION, shall be amended to read as follows:

"1. DEFINITION: Routine HIV testing in clinical settings services provide routine HIV testing to all individuals who visit a variety of clinical settings and meet eligibility criteria, pre- and post-test counseling, linked referrals to appropriate health and social services as needed by the client, and the provision of appropriate HIV risk reduction intervention based on client's need. Such services shall be provided through urgent care facilities. For the purposes of this Agreement, a linked medical referral is any referral that is facilitated by the providers and confirmed by the referring agency. At a minimum, a linked referral must include: referral information provided in writing and verification regarding client's access to services. Routine HIV testing services are provided free of charge and on a confidential basis. Routine HIV testing services follow the Centers for Disease Control (CDC) and Prevention's Revised Recommendations for HIV Testing of Adults, Adolescents, and Pregnant Women in Health-Care Settings, MMWR, September 22, 2006, Vol. 55, No. RR-14.

2. Paragraph 2, PERSONS TO BE SERVED, shall be amended to read as follows:

"2. PERSONS TO BE SERVED: Routine HIV testing services shall be

provided to individuals in Service Planning Areas (SPAs) _____ of Los Angeles County, that meet the following criteria: (1) age 12 years old and over, (2) are not in critical condition, (3) are not previously known to be HIV infected, (4) are without unstable psychiatric condition, (5) are not under the influence of alcohol or other illicit drugs, and (6) are not identified as a prisoner or detainee.”

3. The first paragraph of Paragraph 3, SERVICE DELIVERY SITE(S), shall be amended to read as follows:

”3. SERVICE DELIVERY SITE(S): Contractor's facilities where services are to be provided hereunder is located at: _____ and other sites as approved by the Office of AIDS Programs and Policy's (OAPP) Director.”

4. Paragraph 4, COUNTY'S MAXIMUM OBLIGATION, Subparagraphs ____ and ____, shall be added to read as follows:

”4. COUNTY'S MAXIMUM OBLIGATION:

____. During the period of _____ through _____, that portion of County's maximum obligation which is allocated under this Exhibit for HIV Routine Testing in Clinical Settings services shall not exceed _____ Dollars (\$_____).

5. Paragraph 5, COMPENSATION, Subparagraph A, shall be amended to read as follows:

”5. COMPENSATION:

A. County agrees to compensate Contractor for performing services hereunder on a cost reimbursement as set forth in Schedules _____, _____ and _____. Contractor shall be reimbursed according to an OAPP

approved model and reimbursement schedule for services to include, HIV counseling, testing, referral services, disclosure, and partner elicitation at the Office of AIDS Programs and Policy (OAPP) approved reimbursement rates as the currently exist or as they are modified by OAPP.”

6. Paragraph 7, SERVICES TO BE PROVIDED, shall be replaced in its entirety to read as follows:

”7. SERVICES TO BE PROVIDED: During each term of this Agreement, Contractor shall provide routine HIV testing in clinical settings as described in the Centers for Disease Control and Prevention (CDC) Revised Recommendations for HIV Testing of Adults, Adolescents, and Pregnant Women in Health-Care Settings, MMWR, September 22, 2006, 20155m Bi, I-R 1-14. The CDC recommends that diagnostic HIV testing and opt-out HIV screening be part of routine clinical care in all health-care settings while also preserving the patient’s option to decline HIV testing and ensuring a provider-patient relationship conducive to optimal clinical and prevention care. Services include:

A. Screening for HIV Infection: In all health-care settings, screening for HIV infection should be performed routinely for all patients aged 13 to 64 years; all patients initiating treatment for TB should be screened routinely for HIV infection; all patients seeking treatment for STDs, including all patients attending STD clinics, should be screened routinely for HIV during each visit for a new complaint, regardless of whether the patient is known or suspected to have specific behavior risks for HIV infection.

B. Repeat Screening: Health-care providers should subsequently test all persons likely to be at high risk for HIV at least annually. Persons likely to be at high risk include injection-drug users and their sex partners, persons who exchange sex for money or drugs, sex partners of HIV-infected persons, and MSM or heterosexual persons who themselves or whose sex partner have had more than one sex partner since their most recent HIV test. Health-care providers should encourage patients and their prospective sex partners to be tested before initiating a new sexual relationship. Repeat screening of persons not likely to be at high risk for HIV should be performed on the basis of clinical judgment; unless recent HIV test results are immediately available. Any person whose blood or body fluid is the source of an occupational exposure for a health-care provider should be informed of the incident and tested for HIV infection at the time the exposure occurs.

C. Consent and Pretest Information: Screening should be voluntary and undertaken only with the patient's knowledge and understanding that HIV testing is planned; and patients should be informed verbally or in writing that HIV testing will be performed unless they decline (opt-out screening). Verbal or written information should include an explanation of HIV infection and the meanings of positive and negative test results, and the patient should be offered an opportunity to ask questions and to decline testing. With such notification, consent for HIV screening should be incorporated into the patient's general consent for medical care on the same basis as are other screening or diagnostic tests; therefore a separate consent form for HIV testing is not recommended.

Easily understood information materials should be made available in the languages of the commonly encountered populations within the service area.

The competence of interpreters and bilingual staff to provide language assistance to patients with limited English proficiency must be ensured. If a patient declines an HIV test, this decision should be documented in the medical record.

D. Diagnostic Testing for HIV Infection: All patients with signs or symptoms consistent with HIV infection or an opportunistic illness characteristic of AIDS should be tested for HIV. Clinicians should maintain a high level of suspicion for acute HIV infection in all patients who have compatible clinical syndrome and who report recent high-risk behavior. When acute retroviral syndrome is a possibility, a plasma RNA test should be used in conjunction with an HIV antibody test to diagnose acute HIV infection. Patients or persons responsible for the patient's care should be notified verbally that testing is planned, advised of the indication for testing and the implications of positive and negative test results, and offered an opportunity to ask questions and to decline testing. With such notification, the patient's general consent for medical care is considered sufficient for diagnostic HIV testing.

E. Recommendations for HIV Screening for Pregnant Women and Their Infants:

(1) Universal Opt-Out Screening: All pregnant women should be screened for HIV infection. Screening should occur after a woman is notified that HIV screening is recommended for all pregnant patients and

that she will receive an HIV test as part of the routine panel of prenatal tests unless she declines (opt-out screening). HIV testing must be voluntary and free from coercion. No woman should be tested without her knowledge. Pregnant women should receive verbal or written information that includes an explanation of HIV infection, a description of interventions that can reduce HIV transmission from mother to infant, the meaning of positive and negative test results; and should be offered an opportunity to ask questions and to decline testing.

No additional process or written documentation of informed consent beyond what is required for other routine prenatal test should be required for HIV testing. If a patient declines an HIV test, this decision should be documented in the medical record.

(2) Addressing Reasons for Declining Testing: Providers should discuss and address reasons for declining a HIV test (e.g., lack of perceived risk; fear of the disease; and concerns regarding partner violence or potential stigma or discrimination); women who decline an HIV test because they have had a previous negative test result should be informed of the importance of retesting during each pregnancy; logical reasons for not testing should be resolved, women who initially decline an HIV test might accept at a later date.). Women who continue to decline testing should be respected and shall be documented in the medical record.

(3) Timing of HIV Testing: To promote informed and timely

therapeutic decisions, health-care providers should test women for HIV as early as possible during each pregnancy. Women who decline the test early in prenatal care should be encouraged to be tested at a subsequent visit. It is cost-effective even in areas of low prevalence to perform a second HIV test and recommended for all pregnant women during the third trimester (preferably <36 weeks of gestation), who meet any of the following criteria: (1) women who receive health care in facilities in which prenatal screening identifies at least one HIV-infected pregnant woman per 1,000 women screened; (2) women who are known to be at high risk for acquiring HIV (e.g., injection-drug users and their sexual partners, women who exchange sex for money or drugs, women who are sex partners of HIV-infected persons, and women who have had more than one sex partner during this pregnancy); (3) women who have signs or symptoms with acute HIV infection. When acute retroviral syndrome is a possibility, a plasma RNA test should be used in conjunction with an HIV antibody test to diagnose acute HIV infection.

(4) Rapid Testing During Labor: Any women with undocumented HIV status at the time of labor should be screened with a rapid HIV test unless she declines. Reasons for declining a rapid test should be explored. Immediate initiation of appropriate antiretroviral prophylaxis should be recommended to women on the basis of a reactive rapid test result without waiting for the result of a confirmatory test.

(5) Postpartum/Newborn Testing: When a women's HIV status is

still unknown at the time of delivery, she should be screened immediately with a rapid HIV test unless she declines (opt-out screening). When the mother's HIV status is "unknown" at the postpartum stage, then it is recommended that a HIV rapid testing be performed of the newborn as soon as possible after birth so antiretroviral prophylaxis can be offered to HIV-exposed infants. Mothers should be informed that identifying HIV antibodies in their newborn indicates that they are infected. For infants who are in foster care and whose biological mothers have not been tested for HIV, the person legally authorized to provide consent for the infant should be informed that a rapid HIV testing is recommended and the benefits of neonatal antiretroviral prophylaxis are best realized when it is initiated <12 hours after birth.

(6) Confirmatory Testing: In cases where laboratory test results are uncertain, HIV infection status should be resolved before final decisions are made regarding reproductive options, antiretroviral therapy, cesarean delivery, or other interventions. If the confirmatory test result is not available before delivery, immediate initiation of appropriate antiretroviral prophylaxis should be recommended to reduce the risk for prenatal transmission of any pregnant woman whose HIV screening test result is reactive.

F. Communication of Test Results: Definitive mechanism should be established to inform patients of their test results. HIV-negative test results may be conveyed without direct personal contact between the patient and the health-

care provider. Persons known to be at high risk for HIV infection also should be advised of the need for periodic retesting and should be offered prevention counseling. HIV-positive test results should be communicated confidentially through personal contact by a clinician, nurse, mid-level practitioner, counselor, or other skilled staff. Because of the risk of stigma and discrimination, family or friends should not be used as interpreters to disclose HIV-positive test results to patients with limited English proficiency. Active efforts are essential to ensure that HIV-infected patients receive their positive test results and linkage to clinical care, counseling, support, and prevention services. If the necessary expertise is not available in the health-care venue in which screening is performed, arrangements should be made to obtain necessary organization. Health-care providers should be aware that the Privacy Rule under the Health Insurance Portability and Accountability Act of 1996 (HIPPA) prohibits use or disclosure of a patient's health information, including HIV status, without the patient's permission.

G. Documentation of HIV Test Results: Positive or negative HIV test results should be documented in the patient's confidential medical record and should be readily available to all health-care providers involved in the patient's clinical management. The HIV test result of a mother also should be documented in the medical record of her infant. If the mother's HIV test result is positive, she should immediately receive a referral to perinatal HIV specialty care, as well as alert the director at the Enhanced Perinatal HIV Surveillance Unit of the Los Angeles County HIV Epidemiology Program. If HIV is diagnosed in the

infant first, health-care providers should discuss the health implications with the mother and link her to HIV care.

H. Clinical Care for HIV-Infected Persons: Persons who are HIV diagnosed need to be thoroughly evaluated by a clinical care provider of their health status and immune function to determine their need for antiretroviral treatment or other therapy. HIV-infected persons should receive or be referred for clinical care within 72-hours and attendance to the medical appointment tracked by staff, consistent with USPHS guidelines for management of HIV-infected persons. HIV-exposed infants should receive appropriate antiretroviral prophylaxis to prevent perinatal HIV transmission as soon as possible after birth and begin trimethoprim-sulfamethoxazole prophylaxis at age 4-6 weeks to prevent *Pneumocystis pneumonia*. They should receive subsequent clinical monitoring and diagnostic testing to determine their HIV infection status.

I. Prevention Services for HIV-Negative Persons: HIV screening should not be contingent on an assessment of patients' behavioral risks. However, assessment of risk for infection with HIV and other STDs and provision of prevention information should be incorporated into routine primary care of all sexually active persons when doing so does not pose a barrier to HIV testing. Informing the patient that routine HIV testing will be performed offers an opportunity for them to discuss their HIV infection and risk information, even when it is not sought. Patients found to have risk behaviors (e.g., MSM or heterosexuals who have multiple sex partners, persons who have received a recent diagnosis of an STD, persons who exchange sex for money or drugs, or

persons who engage in substance abuse) and those who want assistance with changing behaviors should be provided with or referred to HIV risk-reduction services (e.g., drug treatment, STD treatment, and prevention counseling). In health-care settings, prevention counseling need not be linked explicitly to HIV testing. Patients might be more likely to think about their risk and HIV reduction at the time of HIV testing. Prevention counseling should be offered or made available through referral in all health-care related facilities serving patients at high risk for HIV in which information on HIV risk behaviors is elicited routinely.

J. Partner Services (PS): is a voluntary prevention activity by which identified sex or needle-sharing partners of HIV infected persons, some of whom may be unsuspecting of their risk, are informed of their possible exposure to HIV. Notified partners are offered HIV testing and if necessary linkages into medical treatment and care, referrals to appropriate health and social services as needed, and the provision of appropriate HIV risk reduction interventions based on client's need. Such services shall be provided through clinics, health facilities, or non-clinic based community services providers.

(1) Services to be provided: During each term of this Agreement, trained program staff shall conduct the following:

(a) Inform the Los Angeles County Sexually Transmitted Disease Program (STDP) PS staff about each newly identified HIV-positive patient.

(b) Conduct partner elicitation services with each patient with an HIV-positive diagnosis. If partner information is collected,

and/or, partners are tested for HIV, send information to STDP PS.

(c) Inform patient of the importance and benefits of partner services

(d) Inform patient that representatives of the Public Health Department will contact them to follow up on diagnosis, partner elicitation and linkage to care.

(e) Link to HIV medical care within 72 hours, and other care and prevention services, as necessary, at least ninety-five percent (95%) of newly diagnosed persons living with HIV, identified through PS.

(f) Program staff, who shall include, but not be limited to: HIV Test Counselors; Partner Services counselors; Comprehensive Risk Counseling and Services staff; Health Educators; Case Managers; Disease Investigation Specialists (DIS) or Public Health Investigators (PHI), shall interview the index clients to begin the PS process. Prior to the interview or counseling session, the program staff shall review all available materials related to the index client's case. Program staff shall adhere to Health Insurance Portability and Accountability Act of 1996 (HIPAA) regulations throughout the pre-interview analysis.

K. Linkage to care: A Linkage to Care is the direction of an HIV positive client to medical care. For all clients who are identified as HIV-positive, Contractor shall complete a medical care referral within 72 hours of diagnosis.

Staff is expected to provide the client with a medical appointment, unless the patient explicitly requests to do it his/her self. Staff shall ensure that the patient attends the appointment and follow up with patient if referral was not completed.

L. HIV/STD Integration: If directed by OAPP, the Contractor shall follow the guidelines as specified in Attachments II, III and IV.”

10. Paragraph 9, STAFF DEVELOPMENT AND TRAINING, Subparagraph A shall be amended to read as follows:

“9. STAFF DEVELOPMENT AND TRAINING:

A. Contractor must ensure that at least one staff attend the Partner Services training provided by OAPP or its designee.”

11. Paragraph 11, PROGRAM RECORDS, shall be replaced in its entirety to read as follows:

“11. PROGRAM RECORDS: Contractor shall maintain and/or ensure that its subcontractor(s) maintain adequate health records which shall be current and kept in detail consistent with good medical and professional practice in accordance with the California Code of Regulations on each individual client. Such records shall include, but not be limited to: signed consent forms, test results, progress notes documenting referrals provided, and a record of services provided by the various personnel in sufficient detail to permit an evaluation of services. The program records shall also include documentation of client demographic information. A current list of service providers for medical, psychosocial, and other referral resources shall be maintained. Contractor shall data collection forms are properly handled following HIPPA

regulations and are not sent through electronic mail or posted on the internet.

Contractor shall maintain additional program records as follows: (A) letters of OAPP approval for all materials utilized by the program; (B) documentation of staff job descriptions, resumes, and certificates, Phlebotomy Certification, and a PS certification, data-related submission documents, as well as, select STD and HIV training as needed or required; and (C) documentation of an annual written evaluation of employee's performance and documentation that the completed evaluation has been discussed with employee."

12. Paragraph 13, QUALITY MANAGEMENT, shall be re-designated to the Agreement.

13. Paragraph 14, QUALITY MANAGEMENT PLAN, shall be re-designated to the Agreement.

14. Paragraph 15, QUALITY MANAGEMENT PROGRAM MONITORING, shall be re-designated to the Agreement.

15. Paragraph 17, DATA COLLECTION SYSTEM, shall be replaced in its entirety to read as follows:

"17. DATA COLLECTION SYSTEM:

A. Contractor shall utilize the web-based system identified by OAPP for collection, and generation of client-level data to submit to OAPP.

B. Contractor shall provide and maintain its own data collection hardware and software including a personal computer (PC), monitor, keyboard, mouse and document scanner with the following requirements:

(1) PC with Windows XP or 7 operating system

(2) Document scanner capable of generating a 300 dpi resolution image in .TIF format

C. OAPP will provide the Contractor with one license for data collection/reporting software. OAPP will provide support for the installation and maintenance for this software.

D. Contractor shall provide and maintain its internet connection. At minimum, this connection should be a digital subscriber line (DSL).

E. Contractor shall be responsible for protecting the data as described in the California Department of Public Health, Office of AIDS, HIV Counseling and Testing Guidelines and OAPP HIV Testing Guidelines, including backup and storage of current data on a read/write CD and/or backup tape, and screen saver password protection procedures.

F. Contractor may seek assistance from OAPP Data Support for software installation, training, and troubleshooting, strategies for data collection/reporting using OAPP's approved data collection/reporting protocols.

G. Data forms or electronic data shall be submitted to OAPP within seven (7) calendar days. All HIV-positive tester data shall be submitted within two (2) calendar days. Confirmatory testing and HIV incidence data shall be submitted within seven (7) calendar days of a patient's confirmed HIV test from a laboratory."

16. Paragraph 19, PARTNER SERVICES IMPLEMENTATION PLAN, shall be replaced in its entirety to read as follows:

"19. SERVICE IMPLEMENTATION PLAN: Contractor shall submit an implementation plan for contracted services within ninety (90) days of the receipt of the fully executed Agreement. The implementation plan shall include, but not be limited to, clinic flow, testing process, testing algorithms, partner services plan, quality management, and linkage to care activities."

17. Paragraph 20, REQUIREMENTS FOR CONTENT OF AIDS-RELATED MATERIALS, Subparagraph A shall be amended to read as follows:

"20. REQUIREMENTS FOR CONTENT OF AIDS-RELATED MATERIALS:

A. Contractor shall comply with the Interim Revision, or most current, Requirements for Content of AIDS-related Written Materials, Pictorials, Audiovisuals, Questionnaires, Survey Instruments, and Educational Sessions in Centers for Disease Control Assistance Programs, as referenced in Exhibit ____."

18. Paragraph 20, HIV INCIDENCE SURVEILLANCE, shall be removed from Exhibit ____.

19. Paragraph 24, RAPID TESTING ALGORITHMS FOR HIV INFECTION DIAGNOSIS AND IMPROVED LINKAGE TO CARE RESEARCH STUDY OR IMPLEMENTATION, shall be amended to read as follows:

"24. RAPID TESTING ALGORITHMS FOR HIV INFECTION DIAGNOSIS AND IMPROVED LINKAGE TO CARE IMPLEMENTATION: The Contractor will follow the Rapid Testing Algorithms for HIV Infection Diagnosis (RTA) and

Improved Linkages to Care protocol described in Attachment _____. The goal is to advance current HIV testing algorithms and strategies to implement a same-day result rapid HIV testing algorithm intended to eliminate barriers for returning for confirmed test results and to further reduce the time between a confirmed positive HIV-diagnosis and linkage to medical care. The same-day result rapid HIV testing algorithm consists of the initial screening rapid test followed by a second confirmatory one; a third rapid test may be necessary as described in Attachment _____. All rapid testing algorithm activities must be approved in writing by the Director of OAPP or his designee.”

SCHEDULE ____

ROUTINE HIV TESTING IN CLINICAL SETTING SERVICES

	<u>Budget Period</u>
	Through
	<hr/>
Personnel (Salaries and Employee Benefits)	\$ 0
Operating Expenses	\$ 0
Capital Expenditures	\$ 0
Other Costs	\$ 0
Indirect Cost*	<u>\$ 0</u>
TOTAL PROGRAM BUDGET	\$ 0

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

Attachment I

SERVICE DELIVERY SPECIFICATIONS

ROUTINE HIV TESTING IN NON-COUNTY OPERATED CLINICAL SETTINGS SERVICES AGREEMENT

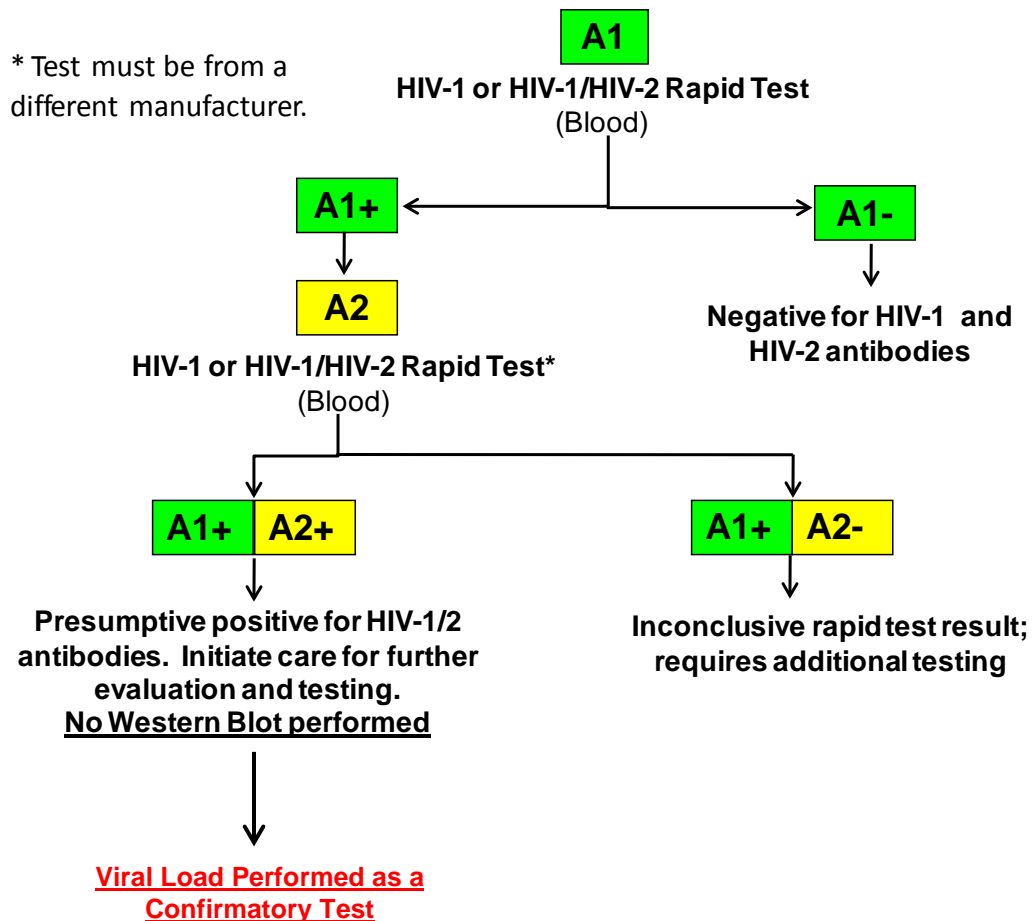
TARGET POPULATIONS:

SERVICE DELIVERY SPECIFICATION BY SERVICE PLANNING AREA (SPA)								
SPA 1	SPA 2	SPA 3	SPA 4	SPA 5	SPA 6	SPA 7	SPA 8	TOTAL
0%	0%	0%	0%	0%	0%	0%	0%	0%

Service delivery specifications by race/ethnicity were determined by estimated Los Angeles County HIV infections in 2008 as reported in the Los Angeles County HIV Prevention Plan 2009-2013 and agency proposal. Specifications shall be utilized as a guide to target clients as a means to meet the HIV Prevention Plan goals.

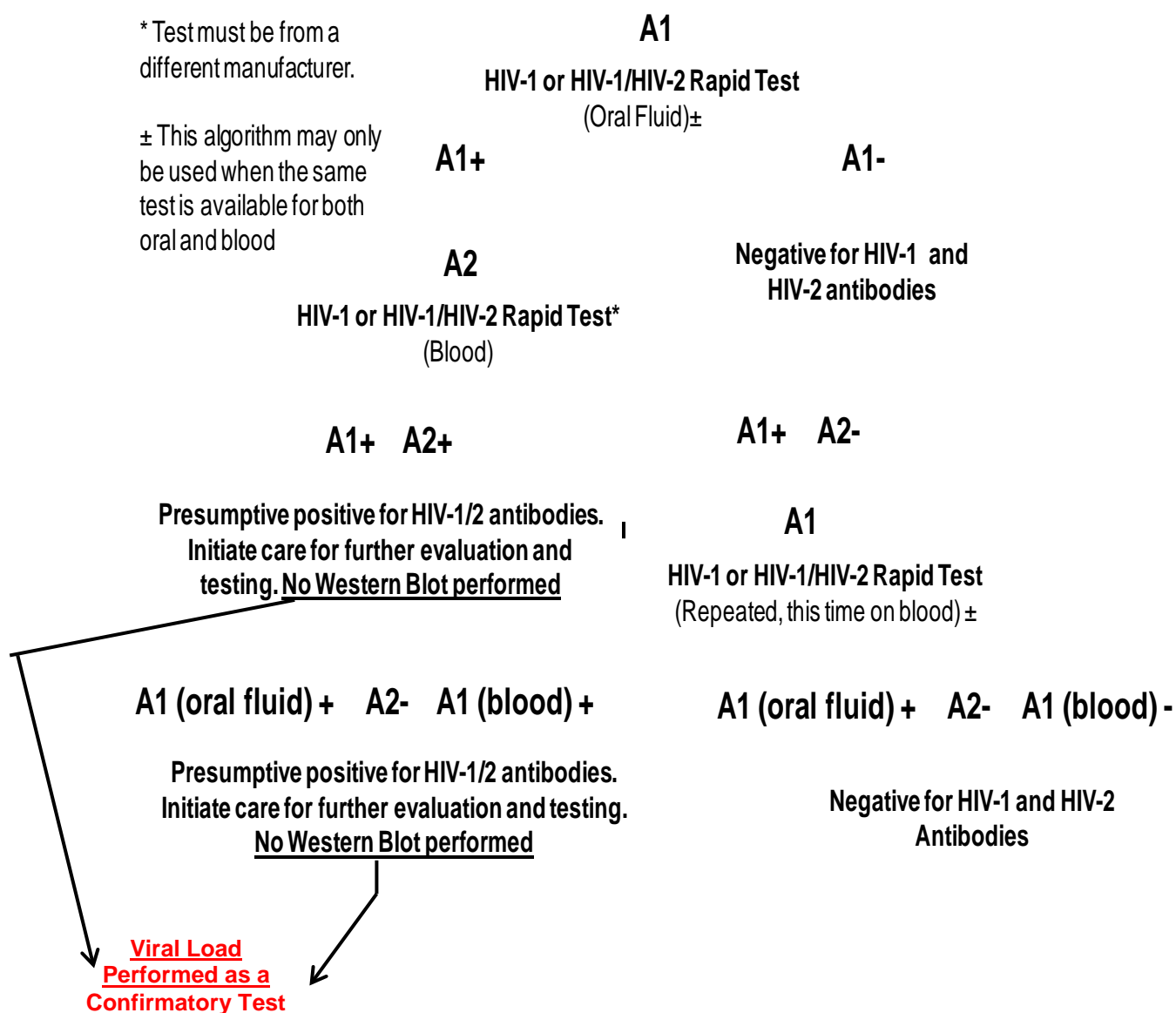
Recommendations for Two-test HIV Rapid Testing Algorithms without use of a Western Blot

Figure 1. Two-test HIV rapid test algorithm with a blood screening test



Data Source: Adopted from HIV Testing Algorithms: A Status Report, point-of-care algorithm 2. Available at <http://www.aphl.org/aphlprograms/infectious/hiv/Pages/HIVStatusReport.aspx>

Figure 2. Two-test HIV rapid test algorithm with an oral specimen screening test



Data Source: Adopted from HIV Testing Algorithms: A Status Report, point-of-care algorithm 3. Available at <http://www.aphl.org/aphlprograms/infectious/hiv/Pages/HIVStatusReport.aspx>

Attachment II

STD and Hepatitis Guidelines

Table 1: Screening Tests, Interpretation and Recommendations for STDs and hepatitis

DISEASE	SCREENING TESTS	INTERPRETATION		RECOMMENDATIONS
		Negative	Positive	
Syphilis	-Non Treponemal Tests <ul style="list-style-type: none"> • RPR OR IF REACTIVE FOLLOW UP -Confirmatory (Treponemal) Tests <ul style="list-style-type: none"> • TPPA OR • MHATP OR • FTA Abs 	- No Infection * footnote	- If RPR reactive, send for RPR titer and confirmatory test	IF RPR and confirmatory test positive: Refer for further evaluation and treatment
Gonorrhea	-Nucleic Acid Amplification Tests (NAAT) <ul style="list-style-type: none"> • Urethral • **Rectal • **Pharyngeal 	No infection	Infection	IF NAAT positive: Refer for further evaluation and treatment
Chlamydia	-Nucleic Acid Amplification Tests (NAAT) <ul style="list-style-type: none"> • Urethral • **Rectal • **Pharyngeal 	No infection	Infection	If NAAT positive: Refer for further evaluation and treatment
Hepatitis B	-Hep B surface antigen (HBsAg) -Hep B surface antibody (HBsAb)	See Table 2		If HBsAg positive: Refer for further evaluation If HBsAb positive: No action needed If HBsAb negative and HBsAg negative: Refer for Hepatitis B vaccination
Hepatitis C	-Hep C antibody (Hep C Ab) -Hep C RNA (Quantitative) to be sent ONLY on Hep C Ab Positive			If Hep C Ab positive and Hep C RNA detected: Refer for further evaluation

* Prozone phenomenon: when the screening test result is very high, the test may read falsely negative. If syphilis infection is suspected; refer for further evaluation and treatment

**Pharyngeal and rectal swabs recommended if risk assessment suggests history of rectal and oral sex.
Public Health Lab or Labcorp will perform nucleic acid amplification test on rectal and pharyngeal swabs

Attachment III

Table 2: Interpretation of serologic test results for Hepatitis B virus infection

HBsAg	HBsAb	Interpretation
-	-	*Susceptible
+	-	**Either acute or chronic infection
-	+	Past infection or vaccination (**immune)

* Susceptible: can get infected with Hepatitis B, REFER for Hepatitis B vaccination

** REFER for further evaluation and treatment

*** Immune: means that they are protected from acquiring hepatitis B infection and do not need Hepatitis B vaccine at this time

Attachment IV

Table 3: Suggested Sample of Targeted STD and Hepatitis Tests and Vaccinations based on Risk Groups, if Targeting is implemented

	Syphilis	Gonorrhea/ Chlamydia	Hepatitis A	Hepatitis B	Hepatitis C
Lab Tests	Screening (Non Treponemal) Tests <ul style="list-style-type: none"> Quantitative RPR Confirmatory (Treponemal) Tests If Screening Test positive: <ul style="list-style-type: none"> TPPA <u>OR</u> MHATP <u>OR</u> FTA Abs 	Nucleic Acid Amplification Tests <ul style="list-style-type: none"> Urethral *Rectal *Pharyngeal 	No screening for Hepatitis A immunity, vaccinate if no history of Hep A vaccination.	<ul style="list-style-type: none"> Screening for Hep B immunity: Hepatitis B surface antibody (HBsAb) Screening for Hep B chronic infection: Hepatitis B Surface antigen (HBsAg) Hepatitis B vaccination if no history or incomplete Hep B vaccination 	<ul style="list-style-type: none"> Hep C antibody Hep C RNA (Quantitative)
Risk Groups to target specific tests Note: all sexually active clients requesting STD screening can be tested regardless of above risk	Gay men and non-gay identified men who have sex with men/transgender/multiple genders, and sexually active transgender individuals Note: all sexually active clients requesting STD screening can be tested regardless of above risk	Gay men and non-gay identified men who have sex with men/transgender/multiple genders, and sexually active transgender individuals Note: all sexually active clients requesting STD screening can be tested regardless of above risk	International Travel, recent household contact with Hep A Note: Vaccinate anyone without history of Hep A vaccination who is requesting Hep A vaccine.	IDU, MSM, multiple sexual partners Note: all sexually active clients requesting Hepatitis B screening can be tested regardless of above risk Vaccinate anyone without history of Hepatitis B infection or incomplete vaccination who is requesting Hep B vaccine.	IDU, MSM Note: all sexually active clients requesting Hepatitis C screening can be tested regardless of above risk

*Pharyngeal and rectal swabs need to be done only if risk assessment indicates rectal and oral sex. Public Health Lab or Labcorp will perform nucleic acid amplification test on pharyngeal and rectal swabs

*Vaccine guidelines:

Hepatitis A - <http://www.cdc.gov/mmwr/preview/mmwrhtml/mm5641a3.htm> Hepatitis B - <http://www.cdc.gov/mmwr/preview/mmwrhtml/rr5516a1.htm>

EXHIBIT _____

**HUMAN IMMUNODEFICIENCY VIRUS (HIV) COUNSELING, TESTING, AND REFERRAL
SERVICES IN STOREFRONT****TABLE OF CONTENTS**

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EXHIBIT _____

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
COUNSELING, TESTING, AND REFERRAL SERVICES IN STOREFRONT
AGREEMENT**

1. Paragraph 1, DEFINITION, shall be replaced in its entirety to read as follows:

"1. DEFINITION: Storefront HIV counseling, testing, and referral services provide non-rapid and/or rapid HIV antibody testing, pre- and post-test counseling (if appropriate), and/or single-session counseling, and the provision of appropriate HIV risk reduction intervention based on client's risk assessment, and referrals to appropriate health and social services as needed by clients. Such services shall be provided through storefront non-clinic based community service providers."

2. Paragraph 2, PERSONS TO BE SERVED, Subparagraph A shall be amended to read as follows:

"2. PERSONS TO BE SERVED:

A. HIV counseling, testing, and referral services shall be provided to critical target populations as described in the *Los Angeles County HIV Prevention Plan 2009-2013*, who reside in Service Planning Area(s) (SPAs) _____ and Supervisorial District(s) _____ and other areas within Los Angeles County (County), in accordance with Attachment I "Service Delivery Specifications", attached hereto and incorporated herein by reference, or in areas as directed by

OAPP. The population served through the program must serve a client population where at least eighty-five percent (85%) of the clients are part of the critical target populations.”

3. Paragraph 3, SERVICE DELIVERY SITE(S), the first paragraph shall be amended to read as follows:

”3. SERVICE DELIVERY SITE(S): Contractor's facility where services are to be provided hereunder is located at: _____, Los Angeles, California _____ and other sites as approved by OAPP's Director or his designee(s).”

4. Paragraph 4, COUNTY'S MAXIMUM OBLIGATION, Subparagraphs ___ and ___ shall be added to read as follows:

“4. COUNTY'S MAXIMUM OBLIGATION:

____. During the period of _____ through _____, that portion of County's maximum obligation which is allocated under this Exhibit for HIV Storefront counseling, testing, and referral services shall not exceed _____ Dollars (\$_____).”

4. Paragraph 5, COMPENSATION, Subparagraph A shall be amended to read as follows:

”5. COMPENSATION:

A. County agrees to compensate Contractor for performing services hereunder on a cost reimbursement and pay for performance basis not to exceed the monthly maximum as set forth in Schedule(s) ___, ___ and ___ and as described in the Attachment . Contractor shall be

reimbursed according to an OAPP approved model and reimbursement schedule.”

6. Paragraph 7, SERVICES TO BE PROVIDED, shall be replaced in its entirety to read as follows:

”7. SERVICES TO BE PROVIDED: During each term of this Agreement, Contractor shall provide non-rapid or rapid HIV counseling and testing services to persons belonging to the target critical populations, in accordance with procedures formulated and adopted by Contractor's staff, consistent with California law; County, OAPP guidelines, California Department of Public Health Office of AIDS (CDPH-OA) guidelines, federal Centers for Disease Control and Prevention (CDC) guidelines, and the terms of this Agreement. The Director of OAPP shall notify Contractor of any revisions to OAPP policies and procedures, which shall become part of this Agreement. Risk assessment and disclosure counseling shall follow Los Angeles County guidelines for HIV Prevention Counseling as informed by the CDC and CDPH-OA. All counseling sessions shall take place in a private, face-to-face session in a closed room or area approved by OAPP. OAPP’s goal for targeted testing is a ____% HIV positivity rate. Contractor shall provide such services as described in Exhibit(s) _____ and ____, Scope(s) of Work, attached hereto and incorporated herein by reference. Minimum services to be provided shall include, but not be limited to, the following:

A. Provide confidential and/or anonymous testing upon specific request by client.

B. An intervention includes:

- (1) Obtain informed consent;
- (2) An HIV risk assessment
- (3) An offer of a counseling session if client identifies as a member of a critical target population
- (4) Counseling session, as needed;
- (5) Collection of specimen;
- (6) Disclosure of results;
- (7) Referrals to appropriate services.

C. Obtain informed consent will include completion of consent forms, release of information forms, and a description of the following:

- (1) The process related to each of the testing options, such as how the test is done, duration of the process, the timeframes for getting results, the meaning of test results including preliminary results in the case of rapid HIV testing, and the reasons for repeat or confirmatory testing;
- (2) Relevant information regarding the window period.

The Certified HIV Counselor must clearly explain that the rapid HIV test only refers to obtaining results within a short time frame and not to the time between exposure and identification of infection. If a client has had a recent potential exposure (less than three (3) months) and their test is non-reactive, the client shall be counseled to re-test three (3) months from the potential exposure. If the client decides to have a rapid test, counselors will:

- (a) Ensure that the client understands the meaning of test

results, including that a reactive preliminary positive result requires confirmatory testing;

(b) Assess client's potential reaction to receiving a reactive rapid test;

(c) Ensure that the client completes an OAPP-approved consent form (for confidential testing) signed by the client and maintained in the client's file in accordance with the California Code of Regulations. The consent form shall also include a commitment by the client for the collection of a second and/or third specimen (serum or oral fluid) for individuals testing preliminary positive. In addition, all counselors shall be required to follow local guidelines and recommendations pertaining to HIV counseling and testing, HIV rapid testing, and phlebotomy (both venipuncture and finger stick). The Contractor shall fully collect client demographic information using the designated reporting form as provided by OAPP. All information reported on the approved HIV Test Reporting Form(s) and lab slips shall be voluntarily supplied by the client.

D. Conduct an HIV risk assessment that assists the client in identifying the specific risk behaviors that place them at risk for HIV/AIDS and/or to assist the counseling with determining if the client is a member of a critical target population.

E. Offer a counseling session to all clients who identify as being a

member of a critical target populations

F. A counseling session must be client-centered and engage the client in a dialogue that encourages the disclosure of unique individual needs and concerns related to HIV risk and emphasizes personal options that limit or prevent transmission of HIV. The client-centered counseling session should accomplish the following:

- (1) Improve the client's self-perception of risk;
- (2) Support behavior change previously accomplished or attempted by the client;
- (3) Negotiate a workable short-term and long-term risk reduction plan based on the client's perceived ability to change his or her behavior;
- (4) Support informed decision-making about whether to be tested;
- (5) Review the nexus between HIV and STD infections and between alcohol and drug use.

The Certified HIV Counselor shall ensure that a sufficient amount of testing specimen is collected to ensure that initial, repeat, and supplemental HIV tests may be performed. All specimens/samples shall be delivered and processed by a State-approved laboratory. Contractor may subcontract with an independent testing laboratory upon approval from OAPP.

H. The Certified HIV Counselor shall review the client's OAPP-endorsed Counseling Information Form prior to the disclosure session. The Certified HIV Counselor must personalize and frame the session to the client to establish a comfortable setting and describe the disclosure session steps prior to the

disclosure event.

I. The Certified HIV Counselor shall disclose the results, interpret the test result and assess the client's emotional state, counseling needs, understanding of the test results, need to be re-tested based on the window period and the client's recent HIV risk behaviors. The Certified HIV Counselor shall assess the client's understanding of and commitment to risk reduction guidelines as well as the strength of social support and plans for and consequences of disclosure to others. Test results shall not be mailed, nor disclosed over the phone, nor given in the presence of other persons with the exceptions stipulated by California Health and Safety Codes 121010, 121015, 121020, 120975, 120980, and 120985. The following client-centered disclosure counseling session parameters are recommended based on reported client risk and test results:

(1) High-risk HIV-negative clients - a minimum of ten (10) minutes shall be spent in the disclosure counseling session;

(2) Clients testing HIV-positive - a minimum of forty-five (45) minutes shall be spent in the disclosure counseling session regardless of reported risk behavior.

(3) For clients testing HIV-positive, the following additional topics shall be covered and conducted in the disclosure session:

(a) Information regarding the past or future risk of HIV transmission to sexual and drug using partners, for women of childbearing age or their male partners, the risk of transmission to the fetus or newborn during pregnancy, during labor and delivery,

and during the postpartum period;

(b) The active elicitation of past sexual and drug using partners and descriptive contact information and/or linkage to Los Angeles County Sexually Transmitted Disease Program for Partner Services (PS);

(c) A written assessment of the client's reaction to the positive test result to determine whether referral for psychosocial support services is needed.

(d) The benefits of treatment and an active referral to medical care.

J. The Certified HIV Counselor shall assess the need for referrals and provide specific written referrals with adequate linkages as appropriate. For the purposes of this Agreement, a linked referral is any referral that is facilitated by the providers and confirmed as met by the referring agency. At a minimum, a linked referral must include: referral information provided in writing and verification regarding client's access to services. HIV counseling, testing, and referral services are provided free of charge and on a confidential or anonymous basis. At a minimum, referrals to the following services shall be provided based on client's needs and test results: HIV risk reduction, prevention for HIV-infected persons, partner elicitation or referral to partner counseling and referral services, sexually transmitted disease screening, tuberculosis screening, drug treatment, medical outpatient, and mental health services.

K. For HIV-positive clients, written referrals to a minimum of two (2) HIV medical care providers shall be provided and any other referrals appropriate to the immediate health and social needs of the client. The Contractor shall document all linked referrals and referral follow-up for each person served under this Agreement. The linked referral follow-up shall include, but not be limited to, the agency the person was referred to, any appointment(s) made, the client's failure to appear for said appointment, and no-follow-up plan, if the confidential tested individual failed to show. Contractor shall have an approved linked referral/no-show follow-up plan on file at OAPP.

L. Linkage to care: A Linkage to care is the direction of an HIV-positive client to medical care. For all clients who are identified as HIV-positive, Contractor shall complete a medical care referral within 72 hours of diagnosis. Staff is expected to provide the client with a medical appointment, unless the client explicitly requests to do it his/her self. Staff shall ensure that the patient attends the appointment and follow up with patient if referral was not completed.

M. Confirmatory Testing: All clients receiving a positive result on any rapid test (i.e. preliminary positive with one rapid test, presumptive positive with 2 rapid tests, or discordant test results with 2 rapid tests) should immediately have a specimen collected for a confirmatory HIV test. A blood draw will be done to collect the confirmatory specimen, and serum will be sent to the LAC Public Health Laboratory (PHL) for HIV-1 RNA

testing. If circumstances exist that a serum specimen cannot be collected, an oral fluid specimen for Western Blot confirmatory testing should be sent to the LAC PHL.

N. RAPID TESTING ALGORITHMS FOR HIV INFECTION

DIAGNOSIS AND IMPROVED LINKAGE TO CARE IMPLEMENTATION:

The Contractor will follow the Rapid Testing Algorithms (RTA) for HIV Infection Diagnosis protocol described in Attachment _____. The goal is to advance current HIV testing algorithms and strategies to implement a same-day result rapid HIV testing algorithm intended to eliminate barriers for returning for confirmed test results and to further reduce the time between a confirmed positive HIV-diagnosis and linkage to medical care. The same-day result rapid HIV testing algorithm consists of the initial screening rapid test followed by a second confirmatory one; a third rapid test may be necessary as described in Attachment _____. All rapid testing algorithm activities must be approved by the Director of OAPP or his designee.

O. Partner Services: Partner Services (PS) is a voluntary prevention activity by which identified sex or needle-sharing partners of HIV infected persons, some of whom may be unsuspecting of their risk, are informed of their possible exposure to HIV. Notified partners are offered HIV testing and if necessary linkages into medical treatment and care, referrals to appropriate health and social services as needed, and the provision of appropriate HIV risk reduction interventions based on

client's need. Such services shall be provided through clinics, health facilities, or non-clinic based community services providers.

(1) Services to be provided: During each term of this Agreement, trained program staff shall conduct the following:

(a) Inform the Los Angeles County Sexually Transmitted Disease Program (STDP) PS staff about each newly identified HIV-positive patient.

(b) Conduct partner elicitation services with each patient with an HIV-positive diagnosis. If partner information is collected, and/or, partners are tested for HIV, send information to STDP PS.

(c) Inform client of the importance and benefits of partner services.

(d) Inform client that representatives of the Public Health Department will contact them to follow up on diagnosis, partner elicitation and linkage to care.

(e) Link to HIV medical care within 72 hours, and other care and prevention services, as necessary, at least ninety-five percent (95%) of newly diagnosed persons living with HIV, identified through PS.

(f) Program staff, who shall include, but not be limited to: Certified HIV Counselors; Partner Services counselors; Comprehensive Risk Counseling and Services staff; Health Educators; Case Managers; Disease Investigation Specialists (DIS)

or Public Health Investigators (PHI), shall interview the index clients to begin the PS process. Prior to the interview or counseling session, the program staff shall review all available materials related to the index client's case. Program staff shall adhere to Health Insurance Portability and Accountability Act of 1996 (HIPAA) regulations throughout the pre-interview analysis.”

7. Paragraph 8, STAFFING REQUIREMENTS, shall be replaced in its entirety to read as follows:

”8. STAFFING REQUIREMENTS:

A. The HIV counseling and testing and Partner Services shall be provided by individuals who are appropriately trained, qualified, who meet the guidelines set forth by the OAPP, CDPH-OA and the CDC, and are linguistically and culturally appropriate. The following job competencies are recommended for Certified HIV Counselors conducting HIV counseling and testing services:

Basic (Must be achieved within 6 months of hire)	Preferred (In addition to Basic Competencies)
Be a Certified HIV Counselor	Certified in HIV Rapid Testing and Phlebotomist.
Excellent oral communication skills, ability to build rapport with clients (i.e. customer service skills, outreach, open ended questions) and talk openly about sex and sexual risk taking behaviors.	Two years experience working in HIV prevention services, working with HIV-positive individuals and/or have disclosed an HIV positive test result.
Basic Knowledge of STD's, HIV, Hepatitis and Tuberculosis transmission and treatment.	Trained in co-morbidities: HIV, STD's, Hepatitis and Tuberculosis transmission and treatment.
Knowledge of substance abuse issues and treatment, and related sexual risks.	Cross trained in drug and alcohol assessment/risk behaviors: harm reduction and risk reduction.
Knowledge of target population, inclusive of cultural competency and sensitivity, including that of persons living with HIV.	Extensive knowledge and experience working with t groups at risk for HIV, including, people who share injection equipment, Youth and the LGBT Community.
Understanding of confidentiality and (legal) consequences of failure to abide.	HIPPA certified and knowledge of informed consent.
High School Diploma and/or successful completion of GED.	Bachelor's degree or two years experience in a human services related field.
Basic computer skills, knowledge of word processing, data entry, and use of internet and internet research.	Experience with one or more of the following HCT data base programs: HIV 5-6, HIRS or ELI.
Ability to manage time efficiently, meet deadlines and adapt to fast pace environments.	Demonstrate ability to manage time efficiently, meet deadlines, multi-task and adapt to fast-paced environments.
Ability to research, identify and access community referrals.	Working knowledge of community services and resources.
Demonstrate proficient written-documentation skills: notes, written	Experience in creating client services plan. Experience in data

Basic (Must be achieved within 6 months of hire)	Preferred (In addition to Basic Competencies)
terminology, process, short/long term goals, follow-up, and referrals.	collection and reporting.
General understanding and awareness of professional boundaries.	Understanding of dual relationships with staff and clients, internal and external customers, and off site work environments.
Ability to demonstrate basic skills of risk behavior assessment. Motivate clients to modify HIV risk taking behaviors and substance use behaviors.	Understanding of the various effects of individual drugs, knowledge of substance related risk behaviors and corresponding treatment and services
Valid California Drivers License and proof of insurance and/or ability to access reliable transportation.(Applicable to program need)	Clean driving record, ability/experience in driving a Mobile Unit/RV and/or possess a class B driver's license.(Applicable to program need)
Bilingual/Multilingual speaking and understanding of multicultural issues.(Applicable to program need)	Bilingual/Multilingual – Ability to speak and write proficiently.(Applicable to program need)
Organized, able to maintain client files, charts and test results.	Knowledge of current HIV treatment modalities.
Ability or experience in the disclosure of life altering conditions.	Experience in extensive methods of follow-up and linked access to services.
Knowledge of HIV prevention and care services and/or ability to research and identify accessible services.	Experience in conducting a psychosocial assessment and/or working individually with clients in a counseling capacity.
Knowledge of HIV case reporting.	Experience in HIV case reporting.

B. Programs should obtain staff that has general computer skills that will allow them to input or transmit data into the data reporting system identified by OAPP.

C. Staff vacancies shall be advertised in a local newspaper and/or posted at facilities throughout Los Angeles County and/or through other methods where persons with appropriate knowledge and competency can be identified. Individuals with a history of alcohol and/or drug abuse histories who are being considered for a counselor position shall have a minimum of two (2) years sobriety.

Director shall notify Contractor of any revision of these guidelines, which shall become part of this Agreement.”

8. Paragraph 9, STAFF DEVELOPMENT AND TRAINING, shall be replaced in its entirety to read as follows:

“9. STAFF DEVELOPMENT AND TRAINING:

A. All staff conducting HIV counseling and testing must attend the OAPP/CDPH-OA approved HIV Counselor Certification. Counselors are

required to successfully complete the following:

(1) OAPP Basic I training: This is the first required component of this State of California-endorsed Los Angeles County HIV Counselor Certification training. This training will develop and practice strong client-centered counseling skills, learn how to help clients assess HIV risks and work with clients to develop realistic steps towards reducing HIV risk(s) and deliver preliminary and confirmatory HIV-positive results. HIV Counselors are also certified to read and interpret rapid HIV test results. An HIV Counselor shall conduct testing services upon successful completion of the Basic I training.

(2) OAPP Basic II training: This is the second required component of the State of California-endorsed Los Angeles County HIV Counselor Certification training. It includes advanced counseling techniques, effective interventions, and discusses counseling challenges. The OAPP Basic II training is scheduled three to six months after Basic I. Basic II is only for those HIV Counselors who have successfully completed Basic I. An HIV Counselor is fully certified once successful completion of Basic I and Basic II training is conducted.

(3) Annual HIV Counselor Re-certification Training: Annual Re-certification training is required for each HIV Counselor to maintain a current HIV Counselor certification. Re-certification training shall include at least 16 hours of training per year. The required Re-certification

trainings shall include OAPP approved HIV Counselor skills-building training that includes but is not limited to: Hepatitis A, B and C; STDs (including Chlamydia, gonorrhea and syphilis); substance abuse including crystal methamphetamine use; Partner Services training; advanced counseling skills. Re-certification trainings must be approved by OAPP Director or his designee

(4) Competency Assessment Training (CAT) for rapid testing.

CATs are required for Counselors that conduct rapid testing only and are conducted to ensure that the Certified HIV Counselor performs the rapid test accurately. Certified HIV Counselors that successfully pass the Basic I training are allowed to conduct HIV Rapid Testing only if observed by their Supervisor. The Supervisor must observe and document a minimum of five negative results and all inconclusive or HIV positive results for their staff. CATs are conducted by OAPP designated staff, at various intervals that include, but are not limited to, an Initial CAT, scheduled within three months of the staff receiving Basic I certification; a six month-CAT, and annually thereafter. Contractors may conduct their own CATs only if approved and certified by OAPP Director or his/her designee. Agency staff responsible for conducting CATS shall be re-certified annually or bi-annually.

(5) Finger Stick Competency Training: For counselors already certified to read and interpret rapid HIV tests, this OAPP training will give the counselor the skills needed to collect finger stick blood specimens for

the purpose of HIV rapid testing. Participants must have already been trained and certified in HIV rapid test procedures.

(6) Phlebotomy Technician I certification: Counselors required to conduct venipuncture and skin punctures shall be required to successfully complete a Phlebotomy Technician I certification training as required by the California Code of Regulations for phlebotomy and the California Business and Professions Code Section 1240-1246.5.

B. Contractor must ensure that at least one Certified HIV Counselor per program attends the Partner Services training provided by OAPP and/or the State or CDC.

C. All staff providing direct services shall attend in-service training on substance abuse knowledge, substance user sensitivity, cultural approaches and substance use related issues, as directed by OAPP.

D. Contractor shall document training activities in the monthly report to OAPP. For the purpose of this Agreement, training documentation shall include, but are not limited to: date, time and location of staff training; training topic(s), name of attendees and level of staff participation.

E. The Program Director or Coordinator shall be appropriately trained, knowledgeable and demonstrate a high level of competency with respect to HIV testing and counseling issues, STD and Hepatitis Screening, substance misuse, community referrals, educational services and general computer skills. The Program Director shall complete the OAPP's HIV Counselor Certification Training and/or comparable training as approved by OAPP."

9. Paragraph 11, PROGRAM RECORDS, shall be replaced in its entirety to read as follows:

“11. PROGRAM RECORDS: Contractor shall maintain and/or ensure that its subcontractor(s) maintain adequate health records which shall be current and kept in detail consistent with good medical and professional practice in accordance with the California Code of Regulations on each individual client. Such records shall include, but not be limited to: the dates of the HIV risk assessment session and the disclosure session; signed consent forms for confidential tests; test results; client interviews; progress notes documenting referrals provided; and a record of services provided by the various personnel in sufficient detail to permit an evaluation of services. The program records shall also include documentation of client demographic information and the statistical summary reports submitted monthly to OAPP. A current list of service providers for medical, psychosocial, and other referral resources shall be maintained. Contractor shall ensure data collection forms are properly handled following HIPPA regulations and are not sent through electronic mail or posted in the internet.

Contractor shall maintain additional program records as follows: a) letters of OAPP approval for all materials utilized by the program; b) documentation of staff job descriptions, resumes, and certificates and/or letters of completion of all trainings which include but are not limited to: HIV Counselor Certification Training (Basic I and II trainings), Annual Re-certification Training, Rapid Testing Training, Phlebotomy Certification, a Partner Services certification, data system training, as well as, select STD and HIV training as needed or required; and c) documentation of an annual written evaluation of employee's performance and documentation that the completed evaluation

has been discussed with employee. This annual evaluation shall include, but is not limited to documentation of written bi-annual observations of the counseling session, evaluation of counselor knowledge, skills and competence to provide HIV/AIDS counseling, testing and referral services.”

20. Paragraph 13, QUALITY MANAGEMENT, shall be re-designated to the Agreement.

21. Paragraph 14, QUALITY MANAGEMENT PLAN, shall be re-designated to the Agreement.

22. Paragraph 15, QUALITY MANAGEMENT PROGRAM MONITORING, shall be re-designated to the Agreement.

23. Paragraph 17, DATA COLLECTION SYSTEM, shall be replaced in its entirety to read as follows:

”17. DATA COLLECTION SYSTEM:

A. Contractor shall utilize the web-based system identified by OAPP for collection, and generation of client-level data to submit to OAPP.

B. Contractor shall provide and maintain its own data collection hardware and software including a personal computer (PC), monitor, keyboard, mouse and document scanner with the following requirements:

C. PC with Windows XP or 7 operating system.

D. Document scanner capable of generating a 300 dpi resolution image in .TIF format

E. OAPP will provide the Contractor with one license for data

collection/reporting software. OAPP will provide support for the installation and maintenance for this software.

F. Contractor shall provide and maintain its internet connection. At minimum, this connection should be a digital subscriber line (DSL).

G. Contractor shall be responsible for protecting the data as described in the California Department of Public Health, Office of AIDS, HIV Counseling and Testing Guidelines and OAPP HIV Testing Guidelines, including backup and storage of current data on a read/write CD and/or backup tape, and screen saver password protection procedures.

H. Contractor may seek assistance from OAPP Data Support for software installation, training, and troubleshooting, strategies for data collection/reporting using OAPP's approved data collection/reporting protocols.

I. Data forms or electronic data shall be submitted to OAPP within seven (7) calendar days. All HIV-positive tester data shall be submitted within two (2) calendar days. Confirmatory testing and HIV incidence data shall be submitted within seven (7) calendar days of a patient's confirmed HIV test from a laboratory."

24. Paragraph 23, HIV/STD INTEGRATION, shall be replaced in its entirety to read as follows:

"23. HIV/STD INTEGRATION: If directed by OAPP, and STD Program, the Contractor shall provide sexually transmitted disease testing with the HIV Counseling and Testing services under this Agreement. This additional service will be coordinated with the Los Angeles County Sexually Transmitted Disease

Programs. STD and Hepatitis testing will be performed in accordance to Attachments II, III, and VI.”

25. Paragraph 31, HIV TESTING SERVICES PROTOCOL, shall be added to read as follows:

”31. HIV TESTING SERVICES PROTOCOL: Contractor shall submit An HIV Testing Services Protocol within ninety (90) days of the receipt of the fully executed Agreement. The protocol shall include, but not be limited to, client flow, testing process, testing algorithm, partner services plan, rapid testing and linkage to care activities. HIV Testing Services Protocol shall not duplicate information in the Quality Assurance Plan for Rapid Testing described herein this agreement.”

26. Paragraph 32, QUALITY ASSURANCE PLAN FOR RAPID TESTING, shall be added to read as follows:

”32. QUALITY ASSURANCE PLAN FOR RAPID TESTING:

A. Contractor shall submit a Quality Assurance Plan for each site where rapid HIV testing will take place. The plan must be submitted 30 days prior to providing services.

B. A site visit will be conducted by OAPP Director or his/her designee to determine if the site meets the requirements to conduct rapid HIV testing. These requirements include, but are not limited to; a valid CLIA Certificate, storage of test kits that are clear of debris and are within the temperature ranges of the rapid test kits used; appropriate storage for control kits; a counseling area that is separate from where the specimen is being processed; and that universal precaution measures and materials

are in place.

C. After the initial site approval, a Site Assessment will be conducted at least annually.”

27. Paragraph 33, PAY FOR PERFORMANCE, shall be added to read as follows:

”33. PAY FOR PERFORMANCE: Detailed services which the Contractor shall provide under this Agreement are described in the Pay for Performance in Attachment _____. Contractor shall perform, complete and deliver on time, all tasks, deliverables, and services as set forth in Attachment _____. For full performance of services described in Attachment _____, County shall reimburse the Contractor for services rendered in accordance with the rates shown in the attached Pay for Performance in a manner consistent with the terms and obligations as defined and outlined in this Agreement.”

SCHEDULE ____

HIV COUNSELING, TESTING, AND REFERRAL SERVICES IN STOREFRONT

	<u>Budget Period</u>
	<u>through</u>
	<hr/>
Salaries	\$ 0
Employee Benefits	<u>\$ 0</u>
Total Employee Salaries and Benefits	\$ 0
Operating Expenses	\$ 0
Capital Expenditures	\$ 0
Other Costs	\$ 0
Indirect Cost*	<u>\$ 0</u>
TOTAL PROGRAM BUDGET	\$ 0

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

SCHEDULE ____

PAY FOR PERFORMANCE

HIV COUNSELING, TESTING, AND REFERRAL SERVICES IN STOREFRONT

Budget Period

through

Maximum Pay For-Performance Obligation

\$ 0

During the term of this Agreement, Contractor may submit monthly billings that vary from the maximum monthly payment in accordance with the BILLING AND PAYMENT Paragraph of this Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

SERVICE DELIVERY SPECIFICATIONS

HIV COUNSELING, TESTING, AND REFERRAL SERVICES IN STOREFRONT

TARGET POPULATIONS:

SERVICE DELIVERY SPECIFICATION BY SERVICE PLANNING AREA (SPA)								
SPA 1	SPA 2	SPA 3	SPA 4	SPA 5	SPA 6	SPA 7	SPA 8	TOTAL
0%	0%	0%	0%	0%	0%	0%	0%	0%

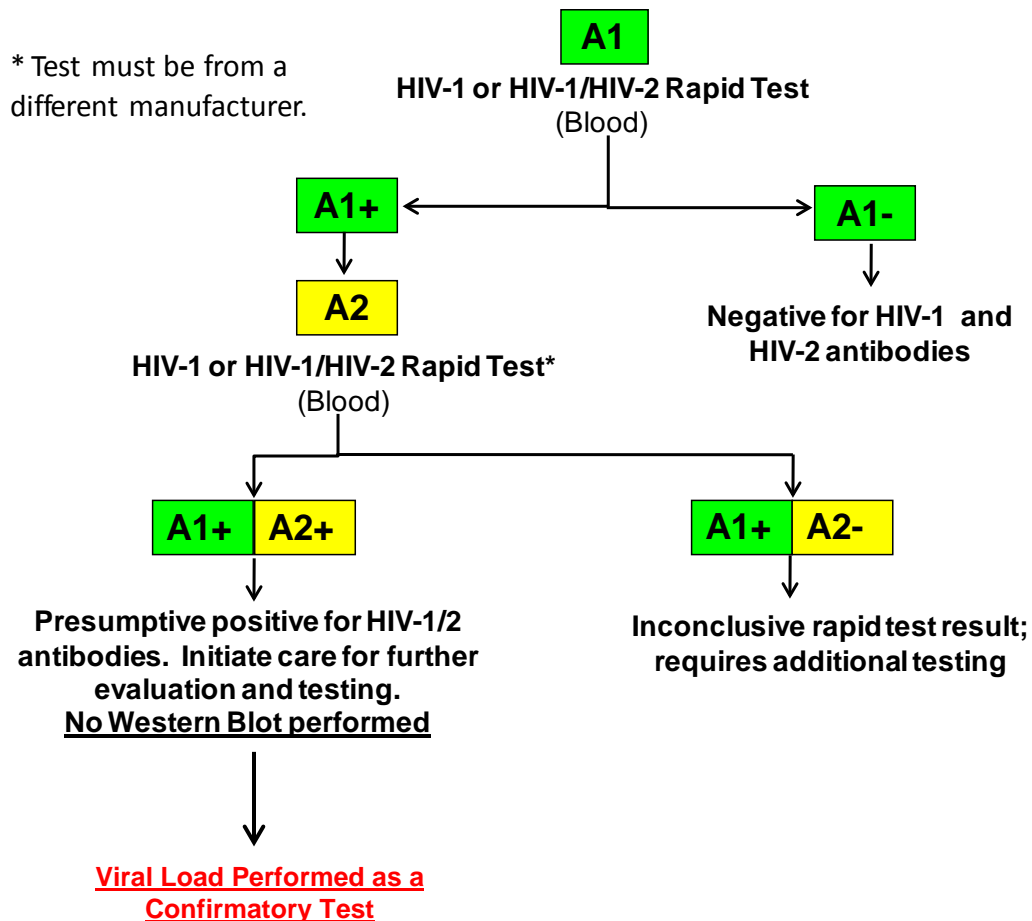
Service delivery specifications by race/ethnicity were determined by estimated Los Angeles County HIV infections in 2008 as reported in the Los Angeles County HIV Prevention Plan 2009-2013 and agency proposal. Specifications shall be utilized as a guide to target clients as a means to meet the HIV Prevention Plan goals.

SERVICE DELIVERY SPECIFICATION BY ETHNICITY					
African-American	Asian and Pacific Islander	Latino	White	American Indian	TOTAL
0%	0%	0%	0%	0%	0%

Service delivery specifications by race/ethnicity were determined by estimated Los Angeles County HIV infections in 2008 as reported in the Los Angeles County HIV Prevention Plan 2009-2013 and agency proposal. Specifications shall be utilized as a guide to target clients as a means to meet the HIV Prevention Plan goals.

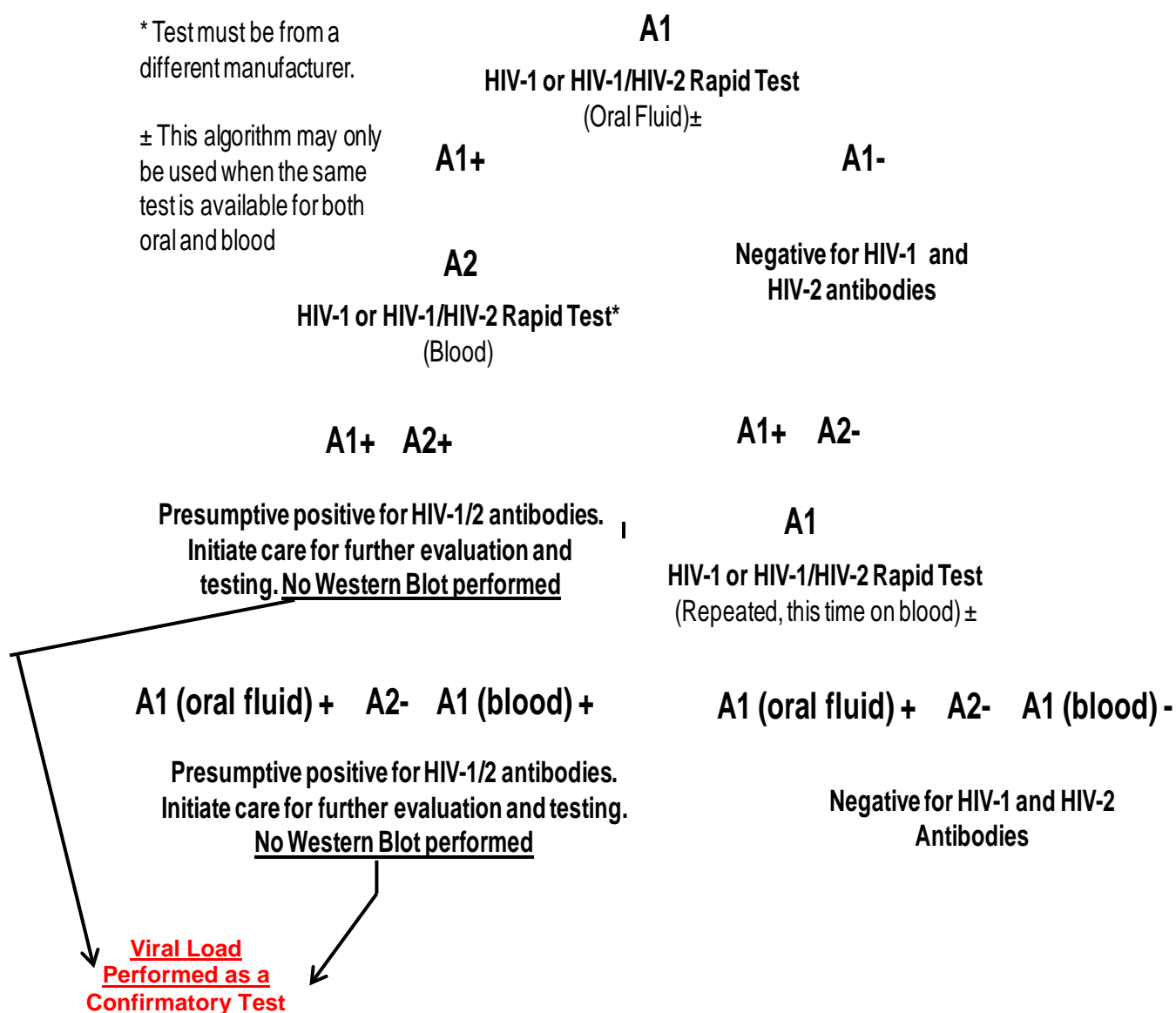
Recommendations for Two-test HIV Rapid Testing Algorithms without use of a Western Blot

Figure 1. Two-test HIV rapid test algorithm with a blood screening test



Data Source: Adopted from HIV Testing Algorithms: A Status Report, point-of-care algorithm 2. Available at <http://www.aphl.org/aphlprograms/infectious/hiv/Pages/HIVStatusReport.aspx>

Figure 2. Two-test HIV rapid test algorithm with an oral specimen screening test



Data Source: Adopted from HIV Testing Algorithms: A Status Report, point-of-care algorithm 3. Available at <http://www.aphl.org/aphlprograms/infectious/hiv/Pages/HIVStatusReport.aspx>

STD and Hepatitis Guidelines

Table 1: Screening Tests, Interpretation and Recommendations for STDs and hepatitis

DISEASE	SCREENING TESTS	INTERPRETATION		RECOMMENDATIONS
		Negative	Positive	
Syphilis	-Non Treponemal Tests <ul style="list-style-type: none"> • RPR OR IF REACTIVE FOLLOW UP -Confirmatory (Treponemal) Tests <ul style="list-style-type: none"> • TPPA OR • MHATP OR • FTA Abs 	- No Infection * footnote	- If RPR reactive, send for RPR titer and confirmatory test	IF RPR and confirmatory test positive: Refer for further evaluation and treatment
Gonorrhea	-Nucleic Acid Amplification Tests (NAAT) <ul style="list-style-type: none"> • Urethral • **Rectal • **Pharyngeal 	No infection	Infection	IF NAAT positive: Refer for further evaluation and treatment
Chlamydia	-Nucleic Acid Amplification Tests (NAAT) <ul style="list-style-type: none"> • Urethral • **Rectal • **Pharyngeal 	No infection	Infection	If NAAT positive: Refer for further evaluation and treatment
Hepatitis B	-Hep B surface antigen (HBsAg) -Hep B surface antibody (HBsAb)	See Table 2		If HBsAg positive: Refer for further evaluation If HBsAb positive: No action needed If HBsAb negative and HBsAg negative: Refer for Hepatitis B vaccination
Hepatitis C	-Hep C antibody (Hep C Ab) -Hep C RNA (Quantitative) to be sent ONLY on Hep C Ab Positive			If Hep C Ab positive and Hep C RNA detected: Refer for further evaluation

* Prozone phenomenon: when the screening test result is very high, the test may read falsely negative. If syphilis infection is suspected; refer for further evaluation and treatment

**Pharyngeal and rectal swabs recommended if risk assessment suggests history of rectal and oral sex.
Public Health Lab or Labcorp will perform nucleic acid amplification test on rectal and pharyngeal swabs

Table 2: Interpretation of serologic test results for Hepatitis B virus infection

HBsAg	HBsAb	Interpretation
-	-	*Susceptible
+	-	**Either acute or chronic infection
-	+	Past infection or vaccination (**immune)

* Susceptible: can get infected with Hepatitis B, REFER for Hepatitis B vaccination

** REFER for further evaluation and treatment

*** Immune: means that they are protected from acquiring hepatitis B infection and do not need Hepatitis B vaccine at this time

Table 3: Suggested Sample of Targeted STD and Hepatitis Tests and Vaccinations based on Risk Groups, if Targeting is implemented

	Syphilis	Gonorrhea/ Chlamydia	Hepatitis A	Hepatitis B	Hepatitis C
Lab Tests	Screening (Non Treponemal) Tests <ul style="list-style-type: none"> Quantitative RPR Confirmatory (Treponemal) Tests If Screening Test positive: <ul style="list-style-type: none"> TPPA <u>OR</u> MHATP <u>OR</u> FTA Abs 	Nucleic Acid Amplification Tests <ul style="list-style-type: none"> Urethral *Rectal *Pharyngeal 	No screening for Hepatitis A immunity, vaccinate if no history of Hep A vaccination.	<ul style="list-style-type: none"> Screening for Hep B immunity: Hepatitis B surface antibody (HBsAb) Screening for Hep B chronic infection: Hepatitis B Surface antigen (HBsAg) Hepatitis B vaccination if no history or incomplete Hep B vaccination 	<ul style="list-style-type: none"> Hep C antibody Hep C RNA (Quantitative)
Risk Groups to target specific tests Note: all sexually active clients requesting STD screening can be tested regardless of above risk	Gay men and non-gay identified men who have sex with men/transgender/multiple genders, and sexually active transgender individuals Note: all sexually active clients requesting STD screening can be tested regardless of above risk	Gay men and non-gay identified men who have sex with men/transgender/multiple genders, and sexually active transgender individuals Note: all sexually active clients requesting STD screening can be tested regardless of above risk	International Travel, recent household contact with Hep A Note: Vaccinate anyone without history of Hep A vaccination who is requesting Hep A vaccine.	IDU, MSM, multiple sexual partners Note: all sexually active clients requesting Hepatitis B screening can be tested regardless of above risk Vaccinate anyone without history of Hepatitis B infection or incomplete vaccination who is requesting Hep B vaccine.	IDU, MSM Note: all sexually active clients requesting Hepatitis C screening can be tested regardless of above risk

*Pharyngeal and rectal swabs need to be done only if risk assessment indicates rectal and oral sex. Public Health Lab or Labcorp will perform nucleic acid amplification test on pharyngeal and rectal swabs

*Vaccine guidelines:

Hepatitis A - <http://www.cdc.gov/mmwr/preview/mmwrhtml/mm5641a3.htm>

Hepatitis B - <http://www.cdc.gov/mmwr/preview/mmwrhtml/rr5516a1.htm>

EXHIBIT _____

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)
COUNSELING, TESTING, AND REFERRAL SERVICES IN MOBILE TESTING UNIT
AGREEMENT**

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EXHIBIT ____

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)
COUNSELING, TESTING, AND REFERRAL SERVICES IN MOBILE TESTING UNIT
AGREEMENT**

1. Paragraph 1, DEFINITION, shall amended to read as follows:

“1. DEFINITION: Mobile HIV counseling, testing, and referral services provide non-rapid and/or rapid HIV antibody testing, pre- and post-test counseling (if appropriate), and/or single-session counseling, and the provision of appropriate HIV risk reduction intervention based on client's risk assessment, and referrals to appropriate health and social services as needed by clients. Such services shall be provided through non-clinic based community service providers using mobile testing units.”

2. Paragraph 2, PERSONS TO BE SERVED, Subparagraph A shall be amended to read as follows:

”2. PERSONS TO BE SERVED:

A. HIV counseling, testing, and referral services shall be provided to populations as described in the *Los Angeles County HIV Prevention Plan 2009-2013*, who reside in Service Planning Areas (SPAs) _____, and ____ and Supervisorial Districts 1 and 3, in accordance with Attachment I "Service Delivery Specifications", attached hereto and incorporated herein by reference, or in areas as directed by OAPP. The population served through the program must serve a client population where at least

eighty-five percent (85%) of the clients are part of the target critical populations.”

3. Paragraph 3, SERVICE DELIVERY SITE(S), shall be amended to read as follows:

”3. SERVICE DELIVERY SITE(S): Contractor's facility where services are to be provided hereunder is located at: _____ and other sites as approved by OAPP's Director or his designee(s).”

4. Paragraph 4, COUNTY'S MAXIMUM OBLIGATION, Subparagraphs ___ and ___, shall be added to read as follows:

”4. COUNTY'S MAXIMUM OBLIGATION:

___ . During the period of _____ through _____, that portion of County's maximum obligation which is allocated under this Exhibit for HIV Mobile Unit Counseling, Testing, and Referral services shall not exceed _____ Dollars (\$_____).”

4. Paragraph 5, COMPENSATION, Subparagraph A shall be amended to read as follows:

”5. COMPENSATION:

A. County agrees to compensate Contractor for performing services hereunder on a cost reimbursement and pay for performance basis not to exceed the monthly maximum as set forth in Schedules _____ and _____ and as described in Attachments II and III. Contractor shall be reimbursed according to an OAPP approved model

and reimbursement schedule for services to include, HIV mobile counseling, testing, referral services, disclosure, and partner elicitation at the Office of AIDS Programs and Policy (OAPP) approved reimbursement rates as they currently exist or as they are modified by OAPP.”

6. Paragraph 7 SERVICES TO BE PROVIDED, shall be replaced in its entirety to read as follows:

”7. SERVICES TO BE PROVIDED: During each term of this Agreement, Contractor shall provide non-rapid or rapid HIV counseling, testing, and referral services to persons belonging to the target critical populations, in accordance with procedures formulated and adopted by Contractor's staff, consistent with California law; County, OAPP guidelines, California Department of Public Health Office of AIDS (CDPH-OA) guidelines, guidelines, federal Centers for Disease Control and Prevention (CDC) guidelines, and the terms of this Agreement. The Director of OAPP shall notify Contractor of any revisions to OAPP policies and procedures, which shall become part of this Agreement. Risk assessment and disclosure counseling shall follow Los Angeles County guidelines for HIV Prevention Counseling as informed by the CDPH-OA. All counseling sessions shall take place in a private, face-to-face session in a closed room or area approved by OAPP. Additionally, Contractor must administer a minimum of sixty (60) tests monthly and must realize an HIV positivity rate equal or higher than the County’s average for funded providers. OAPP’s goal for targeted testing is ____% HIV positivity rate. Contractor shall provide such services as described in Exhibits _____ and _____, Scopes of Work, attached hereto and

incorporated herein by reference. Minimum services to be provided shall include, but not be limited to, the following:

A. Provide confidential and/or anonymous testing upon specific request by client.

B. An intervention includes:

- (1) Obtain informed consent;
- (2) An HIV risk assessment;
- (3) An offer of counseling session if client identifies as a member of a critical target population;
- (4) Counseling session, as needed;
- (5) Collection of specimen;
- (6) Disclosure of results;
- (7) Referrals to appropriate services.

C. Obtaining informed consent will include completing consent forms, release of information forms, and description of the following:

- (1) The process related to each of the testing options, such as how the test is done, duration of the process, the timeframes for getting results, the meaning of test results including preliminary results in the case of rapid HIV testing, and the reasons for repeat or confirmatory testing;
- (2) Relevant information regarding the window period.

HIV Certified Counselors must clearly explain that the rapid HIV test only refers to obtaining results within a short time frame and not to the

time between exposure and identification of infection. If a client has had a recent potential exposure (less than three (3) months) and their test is non-reactive, the client shall be counseled to re-test three (3) months from the potential exposure. If the client decides to have a rapid test, counselors will:

(1) Ensure that the client understands the meaning of test results, including that a reactive preliminary positive result requires confirmatory testing;

(2) Assess client's potential reaction to receiving a reactive rapid test;

(3) Ensure that the client completes an OAPP-approved consent form (for confidential testing) signed by the client and maintained in the client's file in accordance with the California Code of Regulations. The consent form shall also include a commitment by the client for the collection of a second specimen (serum or oral fluid) for individuals testing preliminary positive. In addition, all counselors shall be required to follow local guidelines and recommendations pertaining to HIV counseling and testing, HIV rapid testing, and phlebotomy (both venipuncture and finger stick). The Contractor shall fully collect client demographic information using the designated reporting form as provided by OAPP. All information reported on the approved HIV Test Reporting Form(s) and lab slips shall be voluntarily supplied by the client.

D. Conduct an HIV risk assessment that assists the client in identifying the specific risk behaviors that place them at risk for HIV/AIDS and/or to assist the counseling with determining if the client is a member of a critical target population.

E. Offer a counseling session to all clients who identify as being a member of the critical target populations.

F. A counseling session must be client-centered and engage the client in a dialogue that encourages the disclosure of unique individual needs and concerns related to HIV risk and emphasizes personal options that limit or prevent transmission of HIV. The client-centered counseling session should accomplish the following:

(1) Improve the client's self-perception of risk;

(2) Support behavior change previously accomplished or attempted by the client;

(3) Negotiate a workable short-term and long-term risk reduction plan based on the client's perceived ability to change his or her behavior;

(4) Support informed decision-making about whether to be tested;

(5) Review the nexus between HIV and STD infections and between alcohol and drug use.

E. The Certified HIV Counselor shall ensure that a sufficient amount of testing specimen is collected to ensure that initial, repeat, and

supplemental HIV antibody tests may be performed. All specimens/samples shall be delivered and processed by a State-approved laboratory. Contractor may subcontract with an independent testing laboratory upon approval from OAPP.

F. The Certified HIV Counselor shall review the client's OAPP-endorsed Counseling Information Form prior to the disclosure session. The Certified HIV Counselor must personalize and frame the session to the client to establish a comfortable setting and describe the disclosure session steps prior to the disclosure event.

G. The Certified HIV Counselor shall disclose the results, interpret the test result and assess the client's emotional state, counseling needs, understanding of the test results, need to be re-tested based on the window period and the client's recent HIV risk behaviors. The Certified HIV Counselor shall assess the client's understanding of and commitment to risk reduction guidelines as well as the strength of social support and plans for and consequences of disclosure to others. Test results shall not be mailed, nor disclosed over the phone, nor given in the presence of other persons with the exceptions stipulated by California Health and Safety Codes 121010, 121015, 121020, 120975, 120980, and 120985. The following client-centered disclosure counseling session parameters are recommended based on reported client risk and test results:

(1) High-risk HIV-negative clients a minimum of ten (10) minutes shall be spent in the disclosure counseling session;

(2) Clients testing HIV-positive, a minimum of forty-five (45) minutes shall be spent in the disclosure counseling session regardless of reported risk behaviors.

(3) For clients testing HIV-positive, the following additional topics shall be covered and conducted in the disclosure session;

(a) Information regarding the past or future risk of HIV transmission to sexual and drug using partners, for women of childbearing age or their male partners, the risk of transmission to the fetus or newborn during pregnancy, during labor and delivery, and during the postpartum period;

(b) The active elicitation of past sexual and drug using partners and descriptive contact information and/or linkage to Los Angeles County Sexually Transmitted Disease Program for Partner Services (PS);

(c) A written assessment of the client's reaction to the positive test result to determine whether referral for psychosocial support services is needed.

H. The benefits of treatment and an active referral to medical care. The Certified HIV Counselor shall assess the need for referrals and provide specific, written referrals with adequate linkages as appropriate. For the purposes of this Agreement, a linked referral is any referral that is facilitated by the providers and confirmed as met by the referring agency. At a minimum, a linked referral must include: referral information provided

in writing and verification regarding client's access to services. HIV counseling, testing, and referral services are provided free of charge and on a confidential or anonymous basis. At a minimum, referrals to the following services shall be provided based on client's needs and test results: HIV risk reduction, prevention for HIV-infected persons, partner elicitation or referral to partner counseling and referral services, sexually transmitted disease screening, tuberculosis screening, drug treatment, medical outpatient, and mental health services. For HIV-positive clients, written referrals to a minimum of two (2) HIV medical care providers shall be provided and any other linked referrals appropriate to the immediate health and social needs of the client. The Contractor shall document all linked referrals and referral follow-up for each person served under this Agreement. The linked referral follow-up shall include, but not be limited to, the agency the person was referred to, any appointment(s) made, the client's failure to appear for said appointment, and no-follow-up plan, if the confidential tested individual failed to show. Contractor shall have an approved linked referral/no-show follow-up plan on file at OAPP.

I. Linkage to care: A linkage to care is the director of an HIV positive client to medical care. For clients who are identified as HIV-positive, Contractor shall complete a medical care referral within 72 hours of diagnosis. Staff is expected to provide the client with a medical appointment, unless the patient explicitly requests to do it his/her self. Staff shall ensure that the clients attends the appointment and follow up

with client if referral was not completed.

J. Confirmatory Testing: All clients receiving a positive result on any rapid test (i.e. preliminary positive with one rapid test, presumptive positive with 2 rapid tests, or discordant test results with 2 rapid tests) should immediately have a specimen collected for a confirmatory HIV test. A blood draw will be done to collect the confirmatory specimen, and serum will be sent to the LAC Public Health Laboratory (PHL) for HIV-1 RNA testing. If circumstances exist that a serum specimen cannot be collected, an oral fluid specimen for Western Blot confirmatory testing should be sent to the LAC PHL.

K. RAPID TESTING ALGORITHMS FOR HIV INFECTION

DIAGNOSIS AND IMPROVED LINKAGE TO CARE IMPLEMENTATION:

The Contractor will follow the Rapid Testing Algorithms for HIV Infection Diagnosis (RTA) protocol described in Attachment _____. The goal is to advance current HIV testing algorithms and strategies to implement a same-day result rapid HIV testing algorithm intended to eliminate barriers for returning for confirmed test results and to further reduce the time between a confirmed positive HIV-diagnosis and linkage to medical care. The same-day result rapid HIV testing algorithm consists of the initial screening rapid test followed by a second confirmatory one; a third rapid test may be necessary as described in Attachment _____. All rapid testing algorithm activities must be approved by the Director of OAPP or his designee.

L. PARTNER SERVICES: Partner Services (PS) is a voluntary prevention activity by which identified sex or needle-sharing partners of HIV infected persons, some of whom may be unsuspecting of their risk, are informed of their possible exposure to HIV. Notified partners are offered HIV testing and if necessary linkages into medical treatment and care, referrals to appropriate health and social services as needed, and the provision of appropriate HIV risk reduction interventions based on client's need. Such services shall be provided through clinics, health facilities, or non-clinic based community services providers.

(1) Services to be provided: During each term of this Agreement, trained program staff shall conduct the following:

(a) Inform the Los Angeles County Sexually Transmitted Disease Program (STDP) PS staff about each newly identified HIV-positive client.

(b) Conduct partner elicitation services with each client with an HIV-diagnosis. If partner information is collected, and/or, partners are tested for HIV, send information to STDP PS.

(c) Inform client of the importance and benefits of partner services.

(d) Inform client that representatives of the Public Health Department will contact them to follow up on diagnosis, partner elicitation and linkage to care.

(e) Link to HIV medical care within 72 hours, and other care and prevention services, as necessary, at least ninety-five percent (95%) of newly diagnosed persons living with HVI, identified through PS.

(f) Program staff, who shall include, but not be limited to: Certified HIV Counselors; Partner Services counselors; Comprehensive Risk Counseling and Services staff; Health Educators; Case Managers; Disease Investigation Specialists (DIS) or Public Health Investigators (PHI), shall interview the index clients to begin the PS process. Prior to the interview or counseling session, the program staff shall review all available materials related to the index client's case. Program staff shall adhere to Health Insurance Portability and Accountability Act of 1996 (HIPAA) regulations throughout the pre-interview analysis.”

7. Paragraph 8, STAFFING REQUIREMENTS, shall be replaced in its entirety to read as follows:

”8. STAFFING REQUIREMENTS:

A. HIV counseling and testing and Partner Services shall be provided by individuals who are appropriately trained, qualified, who meet the guidelines set forth by the OAPP and the CDC, and are linguistically and culturally appropriate. The following job competencies are recommended for Certified HIV Counselors conducting HIV counseling

and testing services:

Basic (Must be achieved within 6 months of hire)	Preferred (In addition to Basic Competencies)
Be a Certified HIV Counselor	Certified in HIV Rapid Testing and Phlebotomist.
Excellent oral communication skills, ability to build rapport with clients (i.e. customer service skills, outreach, open ended questions) and talk openly about sex and sexual risk taking behaviors.	Two years experience working in HIV prevention services, working with HIV-positive individuals and/or have disclosed an HIV positive test result.
Basic Knowledge of STD's, HIV, Hepatitis and Tuberculosis transmission and treatment.	Trained in co-morbidities: HIV, STDs, Hepatitis and Tuberculosis transmission and treatment.
Knowledge of substance abuse issues and treatment, and related sexual risks.	Cross trained in drug and alcohol assessment/risk behaviors: harm reduction and risk reduction.
Knowledge of target population, inclusive of cultural competency and sensitivity, including that of persons living with HIV.	Extensive knowledge and experience working with groups at risk for HIV, including, people who share injection paraphernalia, Youth and the LGBT Community.
Understanding of confidentiality and (legal) consequences of failure to abide.	HIPPA certified and knowledge of informed consent.
High School Diploma and/or successful completion of GED.	Bachelor's degree or two years experience in a human services related field.
Basic computer skills, knowledge of word processing, data entry, and use of internet and internet research.	Experience with one or more of the following HCT data base programs: HIV 5-6, HIRS or ELI.
Ability to manage time efficiently, meet deadlines and adapt to fast pace environments.	Demonstrate ability to manage time efficiently, meet deadlines, multi-task and adapt to fast-paced environments.
Ability to research, identify and access community referrals.	Working knowledge of community services and resources.
Demonstrate proficient written-documentation skills: notes, written terminology, process, short/long term goals, follow-up, and referrals.	Experience in creating client services plan. Experience in data collection and reporting.
General understanding and awareness of professional boundaries.	Understanding of dual relationships with staff and clients, internal and external customers, and off site work environments.
Ability to demonstrate basic skills of risk behavior assessment. Motivate clients to modify HIV risk taking behaviors and substance use behaviors.	Understanding of the various effects of individual drugs, knowledge of substance related risk behaviors and corresponding treatment and services
Valid California Drivers License and proof of insurance and/or ability to access reliable transportation.(Applicable to program need)	Clean driving record, ability/experience in driving a Mobile Unit/RV and/or possess a class B driver's license.(Applicable to program need)
Bilingual/Multilingual speaking and understanding of multicultural issues.(Applicable to program need)	Bilingual/Multilingual – Ability to speak and write proficiently.(Applicable to program need)
Organized, able to maintain client files, charts and test results.	Knowledge of current HIV treatment modalities.
Ability or experience in the disclosure of life altering conditions.	Experience in extensive methods of follow-up and linked access to services.
Knowledge of HIV prevention and care services and/or ability to research and identify accessible services.	Experience in conducting a psychosocial assessment and/or working individually with clients in a counseling capacity.
Knowledge of HIV case reporting.	Experience in HIV case reporting.

B. Programs should obtain staff that has general computer skills

that will allow them to input or transmit data into the data reporting system

identified by OAPP.

C. Staff vacancies shall be advertised in a local newspaper and/or posted at facilities throughout Los Angeles County and/or through other methods where persons with appropriate knowledge and competency can be identified. Individuals with a history of alcohol and/or drug abuse histories who are being considered for a counselor position shall have a minimum of two (2) years sobriety.

Director shall notify Contractor of any revision of these guidelines, which shall become part of this Agreement.

8. Paragraph 9, STAFF DEVELOPMENT AND TRAINING, shall be replaced in its entirety to read as follows:

"9. STAFF DEVELOPMENT AND TRAINING:

A. All staff conducting HIV counseling and testing must attend the OAPP/CDPH-OA approved HIV Counselor Certification trainings.

Counselors are required to successfully complete the following:

(1) OAPP Basic I training: This is the first required component of this State of California-endorsed Los Angeles County HIV Counselor Certification training. This training will develop and practice strong client-centered counseling skills, learn how to help clients assess HIV risks and work with clients to develop realistic steps towards reducing HIV risk(s) and deliver preliminary and confirmatory HIV positive results. HIV Counselors are also certified to read and interpret rapid HIV test results. An HIV Counselor shall

conduct testing services upon successful completion of the Basic I training.

(2) OAPP Basic II training: This is the second required component of the State of California-endorsed Los Angeles County HIV Counselor Certification training. It includes advanced counseling techniques, effective interventions, and discusses counseling challenges. The OAPP Basic II training is scheduled three to six months after Basic I. Basic II is only for those HIV Counselors who have successfully completed Basic I. An HIV Counselor is fully certified once successful completion of Basic I and Basic II training is conducted.

(3) Annual HIV Counselor Re-certification Training: Annual Re-certification training is required for each HIV Counselor to maintain a current HIV Counselor certification. Re-certification training shall include at least 16 hours of training per year. The required Re-certification training shall include OAPP approved HIV Counselor skills-building trainings that includes, but is not limited to: Hepatitis A, B and C; STDs (including Chlamydia, gonorrhea and syphilis); substance abuse including crystal methamphetamine use; Partner Services training; advanced counseling skills. Re-certification trainings must be approved by OAPP Director of his designee.

(4) Competency Assessment Training (CAT) for rapid

testing. CATs are required for Counselors that conduct rapid testing only and are conducted to ensure that the HIV Certified Counselor performs the rapid test accurately. HIV Certified Counselors that successfully pass the Basic I training are allowed to conduct HIV Rapid Testing only if observed by their Supervisor. The Supervisor must observe and document a minimum of five negative results and all inconclusive or HIV positive results for their staff. CATs are conducted by OAPP Director or his/her designee, at various intervals that include, but are not limited to, an Initial CAT, scheduled within three months of the staff receiving Basic I certification; a six month-CAT, and annually thereafter. Contractors may conduct their own CATs only if approved and certified by OAPP designated staff. Agency staff responsible for conducting CATS shall be re-certified annually or bi-annually.

(5) Finger Stick Competency Training: For counselors already certified to read and interpret rapid HIV tests, this OAPP training will give the counselor the skills needed to collect finger stick blood specimens for the purpose of HIV rapid testing. Participants must have already been trained and certified in HIV rapid test procedures.

(6) Phlebotomy Technician I certification: Counselors required to conduct venipuncture and skin puncture shall be required to successfully complete a Phlebotomy Technician I

certification training as required by the California Code of Regulations for phlebotomy and the California Business and Professions Code Section 1240-1246.5.

B. Contractor must ensure that at least one certified Certified HIV Counselor attends the Partner Services training provided by OAPP and/or the State or CDC.

C. All testing staff providing direct services shall attend in-service training on substance abuse knowledge, substance user sensitivity, cultural approaches and substance use related issues, as directed by OAPP.

D. Contractor shall document training activities in the monthly report to OAPP. For the purpose of this Agreement, training documentation shall include, but are not limited to: date, time and location of staff training; training topic(s), name of attendees and level of staff participation.

E. The Program Director or Coordinator shall be appropriately trained and knowledgeable and demonstrate a high level of competency with respect to HIV testing and counseling issues, STD and Hepatitis Screening, substance misuse, community referrals, educational services and general computer skills. The Program Director shall complete the OAPP's HIV Counselor Certification Training and/or comparable training as approved by OAPP.

9. Paragraph 11, PROGRAM RECORDS, shall be replaced in its entirety to read

as follows:

"11. PROGRAM RECORDS: Contractor shall maintain and/or ensure that its subcontractor(s) maintain adequate health records which shall be current and kept in detail consistent with good medical and professional practice in accordance with the California Code of Regulations on each individual client. Such records shall include, but shall not be limited to: the dates of the HIV risk assessment session and the disclosure session, signed consent forms for confidential tests, test results, client interviews, progress notes documenting referrals provided, and a record of services provided by the various personnel in sufficient detail to permit an evaluation of services. The program records shall also include documentation of client demographic information and the statistical summary reports submitted monthly to OAPP. A current list of service providers for medical, psychosocial, and other referral resources shall be maintained. Contractor shall ensure data collection forms are properly handled following HIPPA regulations and are not sent through electronic mail or posted in the internet.

Contractor shall maintain additional program records as follows: (A) letters of OAPP approval for all materials utilized by the program; (B) documentation of staff job descriptions, resumes, certificates, and/or letters of completion of all trainings which include but are not limited to: HIV Counselor Certification Training (Basic I and II trainings), Annual Re-certification Training, Rapid Testing Training, Phlebotomy Certification, Finger stick proficiency training, a Partner Services certification, data system training, as well as, select

STD and HIV training as needed or required; and (C) documentation of an annual written evaluation of employee's performance and documentation that the completed evaluation has been discussed with employee. This annual evaluation shall include, but is not limited to documentation of written bi-annual observations of the counseling session, evaluations of counselor knowledge, skills and competence to provide HIV counseling, testing and referral services.”

10. Paragraph 13, QUALITY MANAGEMENT, shall be re-designated to the Agreement.

11. Paragraph 14, QUALITY MANAGEMENT PLAN, shall be re-designated to the Agreement.

12. Paragraph 15, QUALITY MANAGEMENT PROGRAM MONITORING, shall be re-designated to the Agreement.

13. Paragraph 17, DATA COLLECTION SYSTEM, shall be replaced in its entirety to read as follows:

”17. DATA COLLECTION SYSTEM:

A. Contractor shall utilize the web-based system identified by OAPP for collection, and generation of client-level data to submit to OAPP.

B. Contractor shall provide and maintain tis own data collection hardware and software including a personal computer (PC), monitor, keyboard, mouse and document scanner with the following requirements:

- (1) PC with Windows XP or 7 operating system
- (2) Document scanner capable of generating a 300 dpi

resolution image in .TIF format

C. OAPP will provide the Contractor with one license for data collection/reporting software. OAPP will provide support for the installation and maintenance for this software.

D. Contractor shall provide and maintain its internet connection. At minimum, this connection should be a digital subscriber line (DSL).

(1) Contractor shall be responsible for protecting the data as described in the California Department of Public Health, Office of AIDS, HIV Counseling and Testing Guidelines and OAPP HIV Testing Guidelines, including backup and storage of current data on a read/write CD and/or backup tape, and screen saver password protection procedures.

(2) Contractor may seek assistance from OAPP Data Support for software installation, training, and troubleshooting, strategies for data collection/reporting using OAPP's approved data collection/reporting protocols.

E. Data forms or electronic data shall be submitted to OAPP within seven (7) calendar days. All HIV-positive tester data shall be submitted within two (2) calendar days. Confirmatory testing and HIV incidence data shall be submitted within seven (7) calendar days of a patient's confirmed HIV test from a laboratory.

14. Paragraph 19, PARTNER SERVICES IMPLEMENTATION PLAN, shall be replaced in its entirety to read as follows:

"19. HIV TESTING SERVICES PROTOCOL: Contractor shall submit an HIV Testing Services Protocol, within ninety (90) days of the receipt of the fully executed agreement. The protocol shall include, but not be limited to, client flow, testing process, testing algorithm, partner services plan, and linkage to care activities. HIV Testing Services Protocol shall not duplicate information in the Quality Assurance Plan for Rapid Testing described herein this agreement.

15. Paragraph 23, HIV/STD INTEGRATION, shall be replaced in its entirety to read as follows:

"23. HIV/STD INTEGRATION: If directed by OAPP, and STD Program, the Contractor shall provide sexually transmitted disease testing with the HIV Counseling and Testing services under this Agreement. This additional service will be coordinated with the Los Angeles County Sexually Transmitted Disease Program. STD and Hepatitis testing will be performed in accordance to Attachments II, III, and IV."

16. Paragraph 24, HIV INCIDENCE SURVEILLANCE, shall be removed from the Exhibit.

17. Paragraph 25, RAPID TESTING ALGORITHMS FOR HIV INFECTION DIAGNOSIS AND IMPROVED LINKAGE TO CARE RESEARCH STUDY OR IMPLEMENTATION, shall be removed from the Exhibit.

18. Paragraph 31, PAY FOR PERFORMANCE, shall be added to read as follows:

"31. PAY FOR PERFORMANCE: Detailed services which the Contractor shall provide under this Agreement are described in the Pay for Performance

Attachment _____. Contractor shall perform, complete and deliver on time, all tasks, deliverables, and services as set forth in Attachment _____. For full performance of services described in Attachment _____, County shall reimburse the Contractor for services rendered in accordance with the rates shown in the attached Pay for Performance in a manner consistent with the terms and obligations as defined and outlined in this Agreement.”

19. Paragraph 32, QUALITY ASSURANCE PLAN FOR RAPID TESTING, shall be added to read as follows:

”32. QUALITY ASSURANCE PLAN FOR RAPID TESTING:

A. Contractor shall submit a Quality Assurance Plan for each site where rapid HIV testing will take place. The plan must be submitted 30 days prior to providing services.

B. A site visit will be conducted by OAPP Director or his/her designee to determine if the site meets the requirements to conduct rapid HIV testing. These requirements include, but are not limited to; a valid CLIA Certificate, storage of test kits that are clear of debris and are within the temperature ranges of the rapid test kits used; appropriate storage for control kits; a counseling area that is separate from where the specimen is being processed; and that universal precaution measures and materials are in place.

C. After the initial site approval, a Site Assessment will be conducted at least annually.

SCHEDULE ____

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)
COUNSELING, TESTING, AND REFERRAL SERVICES IN MOBILE TESTING UNIT
MTU COST REIMBURSEMENT**

	<u>Budget Period</u>
	Through
	<hr/>
Salaries	\$ 0
Employee Benefits	<u>\$ 0</u>
Total Salaries and Benefits	\$ 0
Operating Expenses	\$ 0
Capital Expenditures	\$ 0
Other Costs	\$ 0
Indirect Cost*	<u>\$ 0</u>
TOTAL PROGRAM BUDGET	\$ 0

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.budgets.

SCHEDULE ____

**HIV TESTING UNIT COUNSELING, TESTING, AND REFERRAL
SERVICES IN MOBILE TESTING UNIT**

MTU PAY FOR PERFORMANCE

	<u>Budget Period</u>
	Through
	<hr/>
Maximum Monthly Payment	\$ 0
Maximum Pay for Performance Obligation	\$ 0

During the term of this Agreement, Contractor may submit monthly billings that vary from the maximum monthly payment in accordance with the BILLING AND PAYMENT Paragraph of this Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

SERVICE DELIVERY SPECIFICATIONS

AIDS HEALTHCARE FOUNDATION

HIV TESTING UNIT COUNSELING, TESTING, AND REFERRAL SERVICES IN MOBILE TESTING UNIT

TARGET POPULATIONS:

SERVICE DELIVERY SPECIFICATION BY SERVICE PLANNING AREA (SPA)								
SPA 1	SPA 2	SPA 3	SPA 4	SPA 5	SPA 6	SPA 7	SPA 8	TOTAL
0%	0%	0%	0%	0%	0%	0%	0%	0%

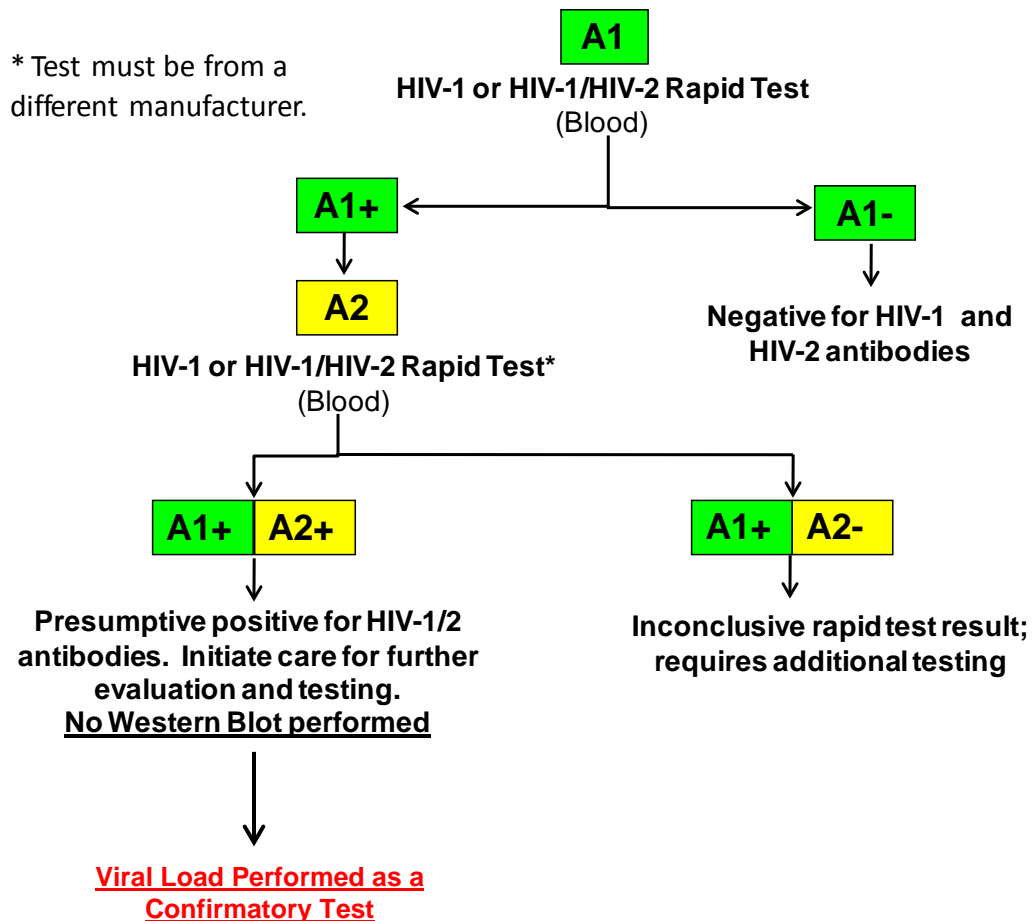
Service delivery specifications by race/ethnicity were determined by estimated Los Angeles County HIV infections in 2008 as reported in the Los Angeles County HIV Prevention Plan 2009-2013 and agency proposal. Specifications shall be utilized as a guide to target clients as a means to meet the HIV Prevention Plan goals.

SERVICE DELIVERY SPECIFICATION BY ETHNICITY					
African-American	Asian and Pacific Islander	Latino	White	American Indian	TOTAL
0%	0%	0%	0%	0%	0%

Service delivery specifications by race/ethnicity were determined by estimated Los Angeles County HIV infections in 2008 as reported in the Los Angeles County HIV Prevention Plan 2009-2013 and agency proposal. Specifications shall be utilized as a guide to target clients as a means to meet the HIV Prevention Plan goals.

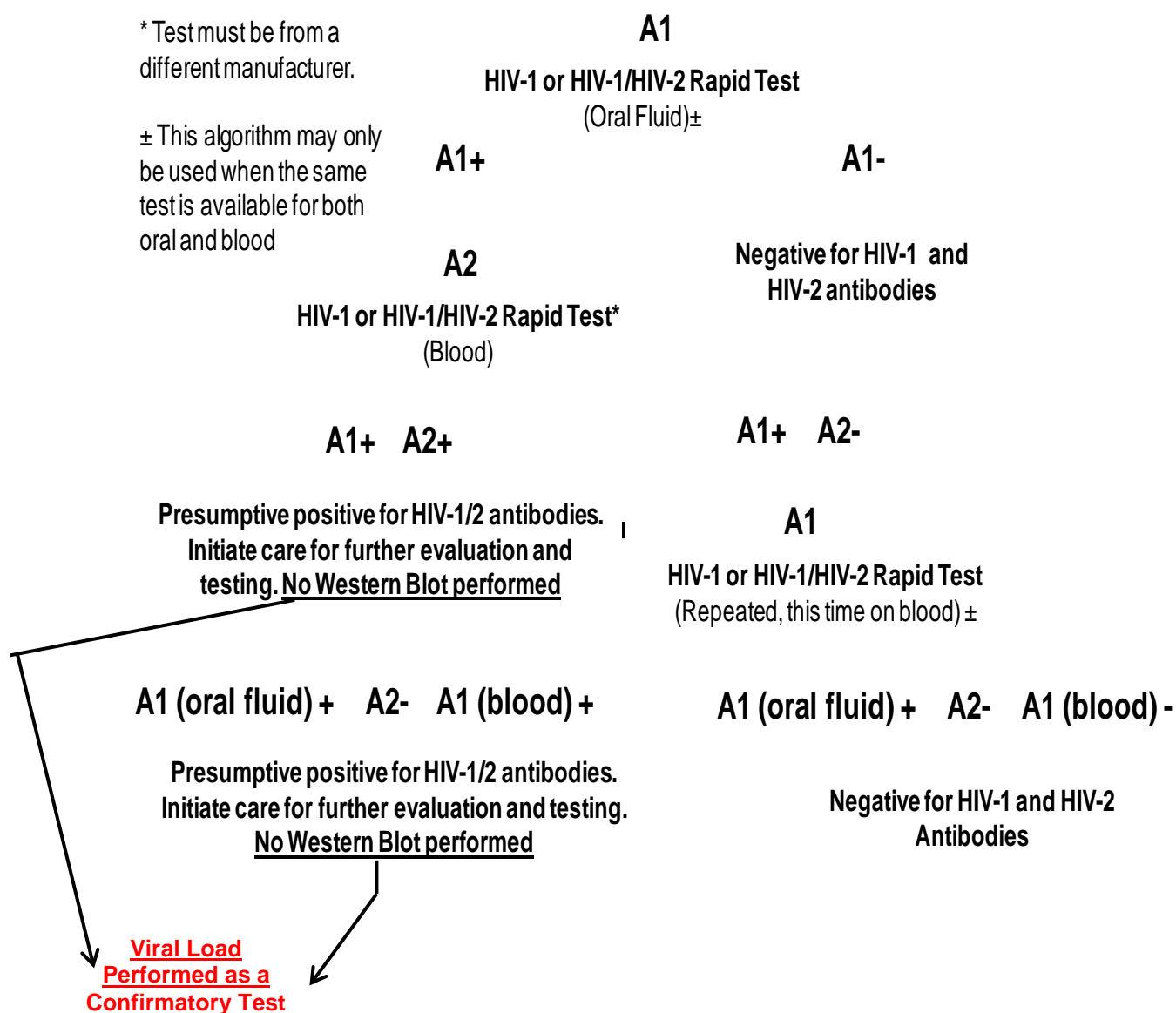
Recommendations for Two-test HIV Rapid Testing Algorithms without use of a Western Blot

Figure 1. Two-test HIV rapid test algorithm with a blood screening test



Data Source: Adopted from HIV Testing Algorithms: A Status Report, point-of-care algorithm 2. Available at <http://www.aphl.org/aphlprograms/infectious/hiv/Pages/HIVStatusReport.aspx>

Figure 2. Two-test HIV rapid test algorithm with an oral specimen screening test



Data Source: Adopted from HIV Testing Algorithms: A Status Report, point-of-care algorithm 3. Available at <http://www.aphl.org/aphlprograms/infectious/hiv/Pages/HIVStatusReport.aspx>

STD and Hepatitis Guidelines

Table 1: Screening Tests, Interpretation and Recommendations for STDs and hepatitis

DISEASE	SCREENING TESTS	INTERPRETATION		RECOMMENDATIONS
		Negative	Positive	
Syphilis	-Non Treponemal Tests <ul style="list-style-type: none"> • RPR OR IF REACTIVE FOLLOW UP -Confirmatory (Treponemal) Tests <ul style="list-style-type: none"> • TPPA OR • MHATP OR • FTA Abs 	- No Infection * footnote	- If RPR reactive, send for RPR titer and confirmatory test	IF RPR and confirmatory test positive: Refer for further evaluation and treatment
Gonorrhea	-Nucleic Acid Amplification Tests (NAAT) <ul style="list-style-type: none"> • Urethral • **Rectal • **Pharyngeal 	No infection	Infection	IF NAAT positive: Refer for further evaluation and treatment
Chlamydia	-Nucleic Acid Amplification Tests (NAAT) <ul style="list-style-type: none"> • Urethral • **Rectal • **Pharyngeal 	No infection	Infection	If NAAT positive: Refer for further evaluation and treatment
Hepatitis B	-Hep B surface antigen (HBsAg) -Hep B surface antibody (HBsAb)	See Table 2		If HBsAg positive: Refer for further evaluation If HBsAb positive: No action needed If HBsAb negative and HBsAg negative: Refer for Hepatitis B vaccination
Hepatitis C	-Hep C antibody (Hep C Ab) -Hep C RNA (Quantitative) to be sent ONLY on Hep C Ab Positive			If Hep C Ab positive and Hep C RNA detected: Refer for further evaluation

* Prozone phenomenon: when the screening test result is very high, the test may read falsely negative. If syphilis infection is suspected; refer for further evaluation and treatment

**Pharyngeal and rectal swabs recommended if risk assessment suggests history of rectal and oral sex.
Public Health Lab or Labcorp will perform nucleic acid amplification test on rectal and pharyngeal swabs

Table 2: Interpretation of serologic test results for Hepatitis B virus infection

HBsAg	HBsAb	Interpretation
-	-	*Susceptible
+	-	**Either acute or chronic infection
-	+	Past infection or vaccination (**immune)

* Susceptible: can get infected with Hepatitis B, REFER for Hepatitis B vaccination

** REFER for further evaluation and treatment

*** Immune: means that they are protected from acquiring hepatitis B infection and do not need Hepatitis B vaccine at this time

Table 3: Suggested Sample of Targeted STD and Hepatitis Tests and Vaccinations based on Risk Groups, if Targeting is implemented

	Syphilis	Gonorrhea/ Chlamydia	Hepatitis A	Hepatitis B	Hepatitis C
Lab Tests	Screening (Non Treponemal) Tests <ul style="list-style-type: none"> Quantitative RPR Confirmatory (Treponemal) Tests If Screening Test positive: <ul style="list-style-type: none"> TPPA <u>OR</u> MHATP <u>OR</u> FTA Abs 	Nucleic Acid Amplification Tests <ul style="list-style-type: none"> Urethral *Rectal *Pharyngeal 	No screening for Hepatitis A immunity, vaccinate if no history of Hep A vaccination.	<ul style="list-style-type: none"> Screening for Hep B immunity: Hepatitis B surface antibody (HBsAb) Screening for Hep B chronic infection: Hepatitis B Surface antigen (HBsAg) Hepatitis B vaccination if no history or incomplete Hep B vaccination 	<ul style="list-style-type: none"> Hep C antibody Hep C RNA (Quantitative)
Risk Groups to target specific tests Note: all sexually active clients requesting STD screening can be tested regardless of above risk	Gay men and non-gay identified men who have sex with men/transgender/multiple genders, and sexually active transgender individuals Note: all sexually active clients requesting STD screening can be tested regardless of above risk	Gay men and non-gay identified men who have sex with men/transgender/multiple genders, and sexually active transgender individuals Note: all sexually active clients requesting STD screening can be tested regardless of above risk	International Travel, recent household contact with Hep A Note: Vaccinate anyone without history of Hep A vaccination who is requesting Hep A vaccine.	IDU, MSM, multiple sexual partners Note: all sexually active clients requesting Hepatitis B screening can be tested regardless of above risk Vaccinate anyone without history of Hepatitis B infection or incomplete vaccination who is requesting Hep B vaccine.	IDU, MSM Note: all sexually active clients requesting Hepatitis C screening can be tested regardless of above risk

*Pharyngeal and rectal swabs need to be done only if risk assessment indicates rectal and oral sex. Public Health Lab or Labcorp will perform nucleic acid amplification test on pharyngeal and rectal swabs

*Vaccine guidelines:

Hepatitis A - <http://www.cdc.gov/mmwr/preview/mmwrhtml/mm5641a3.htm>

Hepatitis B - <http://www.cdc.gov/mmwr/preview/mmwrhtml/rr5516a1.htm>